

## **AGENDA**

### **TOWN OF DOLORES COLORADO**

#### **BOARD OF TRUSTEES MEETING/WORKSHOP**

**DECEMBER 12TH, 2022, 6:30 P.M.**

**THE MEETING WILL BE HELD AT TOWN HALL 420 CENTRAL AVENUE.**

**IF YOU WISH TO ATTEND VIRTUALLY, PLEASE VISIT THE TOWN WEBSITE UNDER GOVERNMENT TOWN BOARD MEETING FOR THE ZOOM LINK**

<https://townofdolores.colorado.gov>

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL:**

**4. ACTION/APPROVAL OF THE AGENDA**

**5. IDENTIFICATION OF ACTUAL OR PERCEIVED CONFLICTS OF INTEREST.**

**6. CITIZENS TO ADDRESS THE BOARD:** This is an opportunity for Citizens to address the Board at this time or during a Public Hearing. Each Person will have 5 minutes. The Town Board encourages public comment by the following sources: Live at the Town Hall, virtually via ZOOM (see the Town Website for the link), or by submitting your comments, via email, to the Town Clerk at [tammy@townofdolores.com](mailto:tammy@townofdolores.com) any time before the dated Board meeting.

**7. ACTION/APPROVAL OF THE CONSENT AGENDA:**

**7.1 Minutes from:** November 14th, 2022, Board meeting

**7.2 Proceeding:** For the Month of November 2022

**7.3 Special Event Liquor License:** Dolores River Boating Advocates to be held at the Dolores Community Center, January 27<sup>th</sup>, 2023, from 6:00 p.m. to 10:00 p.m.

**8. REMOVED CONSENT AGENDA ITEMS**

**9. PUBLIC HEARINGS:**

**9.1 Amended 2022 Budget**

**9.2 Liquor License Transfer:** Lindo Michoan LLC, request for temporary

**10. ACTION/APPROVAL ORDINANCE/RESOLUTIONS:**

**10.1 Action/Approval: Resolution R509 Series 2022,** for supplemental budget & appropriating additional sums of money to defray expenses in excess of amounts budgeted for the year 2022 for the Town of Dolores, (pursuant to section 29-1-109 C.R.S.)

**10.2 Action/Approval: Resolution R510 Series 2022 Certification of 2022 Tax Levies for 2023 Budget year,** certificate of 2022 Tax Levies for the 2023 Budget Year.

**10.3 Action/Approval Resolution R511 Series 2022 Notice to set Mill Levy,** levying property taxes for the year of 2023 to help defray the costs of Government for the Town of Dolores Colorado, for the Budget Year 2023.

**10.4 Action/Approval Resolution R512 S2022:** Summarizing expenditures and revenues for each fund, adopting a budget (Exhibit B) for the Town of Dolores Colorado for the Calendar year beginning on the first day of January 2023, and the appropriation of such funds. Budget message.

**10.5 Action/Approval: Resolution R513 Series 2022,** 2023 contract for Law Enforcement Services between Montezuma County Board of Commissioners, Montezuma County Sheriff's Office, and the Town of Dolores

**10.6 Action/Approval/Discussion: Resolution R5008 Series 2022:** Adopting a Master Plan for Joe Rowell Park.

- Review JRP key components for the GoCO grant.

**10. STAFF REPORTS:** For the record Staff reports are added to the packet for review.

**10.2 Manager Report:** Manager Ken Charles

**10.3 Sheriff's Report:** Sheriff Steve Nowlin

**10.4 Attorney Report:** Attorney Jon Kelly

**10.5 Treasurer Report:** Treasurer/Finance Manager Tricia Gibson

**11. ADMINISTRATIVE BOARD BUSINESS:**

**11.1 Discussion:** Moving forward with the agreement of current Land Use Planning Service.

**12. BOARDS AND COMMISSIONS:**

**12.1 Parks/Playground Advisory Committee**

**12.2 Planning and Zoning Committee**

**12.3 Attainable Housing Task Force**

**13. OUTSIDE ORGANIZATIONS:**

**13.1 Chamber of Commerce:** Susan Lisak

**13.2 Montezuma County Commissioner: Jim Candelaria**

**15. TRUSTEES REPORTS/ACTIONS**

**16. UPCOMING AGENDA ITEMS FOR JANUARY 2023 MEETING:**

**17. ADJOURN**

# Consent Agenda



## AGENDA

### TOWN OF DOLORES COLORADO

### BOARD OF TRUSTEES MEETING/WORKSHOP

**NOVEMBER 14TH, 2022, 5:30 P.M.**

**THE MEETING WILL BE HELD AT TOWN HALL 420 CENTRAL AVENUE.**

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**WORKSHOP: 5:30 P.M. THROUGH 6:30 P.M: Includes dinner**

**1. DISCUSSION:** SGM Phase II waterline exhibit and cost estimate.

**BOARD MEETING: 6:30 P.M.**

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL:**

**4. ACTION/APPROVAL OF THE AGENDA**

**5. IDENTIFICATION OF ACTUAL OR PERCEIVED CONFLICTS OF INTEREST.**

**6. CITIZENS TO ADDRESS THE BOARD:** This is an opportunity for Citizens to address the Board at this time or during a Public Hearing. Each Person will have 5 minutes. The Town Board encourages public comment by the following sources: Live at the Town Hall, virtually via ZOOM (see the Town Website for the link), or by submitting your comments, via email, to the Town Clerk at [tammy@townofdolores.com](mailto:tammy@townofdolores.com) any time before the dated Board meeting.

**7. ACTION/APPROVAL OF THE CONSENT AGENDA:**

**7.1 Minutes from:** October 10<sup>th</sup>, 2022, Board meeting

**7.2 Minutes from:** October 17<sup>th</sup>, 2022, Board continuation meeting

**7.3 Minutes from:** October 24<sup>th</sup>, 2022, Board/Workshop meeting.

**7.4 Proceedings:** For the month of October 2022

**8. REMOVED CONSENT AGENDA ITEMS**

**9. STAFF REPORTS:** For the record Staff reports are added to the packet for review.

**9.1 Introduction:** Timothy Brown Montezuma County EPR Coordinator/Health Department

**9.2 Manager Report:** Manager Ken Charles

**9.3 Sheriff's Report:** Sheriff Steve Nowlin

a. Introduction to the 2023 Sheriffs contract

**9.4 Attorney Report:** Attorney Jon Kelly

**9.5 Treasurer Report:** Treasurer/Finance Manager Tricia Gibson

**10. ADMINISTRATIVE BOARD BUSINESS:**

**10.1 Discussion/Possible Action:** Empire Electric-Street Lights

**10.2 Discussion:** The Closing of 601 Central Ave. Next phase

**10.3 Discussion/Possible Action:** Budget-Donations for the year 2023

**11. BOARDS AND COMMISSIONS:**

**11.1 Parks/Playground Advisory Committee**

**11.2 Planning and Zoning Committee**

**11.3 Attainable Housing Task Force**

**12. OUTSIDE ORGANIZATIONS:**

**12.1 Chamber of Commerce:** Susan Lisak

**12.2 Montezuma County Commissioner:** Jim Candelaria

**13. PUBLIC HEARINGS:**

**13.1 Discussion/Public Comment:** 2023 Draft Budget.

**14. ACTION/APPROVAL ORDINANCES/RESOLUTIONS:**

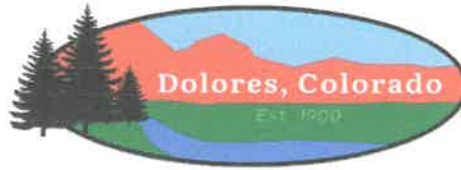
**14.1 Discussion/Action:** Resolution R508 Series 2022 Adopting a Plan for Joe Rowell Park.

**15. TRUSTEES REPORTS/ACTIONS**

**16. UPCOMING AGENDA ITEMS FOR DECEMBER 2022 MEETING:**

**16.1 For the record** please note that the second meetings of the month for November and December are canceled by the Board of Trustees, due to the upcoming Holidays. December 12<sup>th</sup>, 2022 will be the last meeting for the year 2022.

**17. ADJOURN**



## MINUTES

### TOWN OF DOLORES COLORADO

#### BOARD OF TRUSTEES MEETING/WORKSHOP

NOVEMBER 14TH, 2022, 5:30 P.M.

THE MEETING WILL BE HELD AT TOWN HALL 420 CENTRAL AVENUE.

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#### WORKSHOP: 5:30 P.M. THROUGH 6:30 P.M:

1. **DISCUSSION:** Catherine Carella with SGM discussed options for the Phase II waterline replacement. She presented an exhibit with costs.

#### BOARD MEETING: 6:30 P.M.

1. **CALL TO ORDER:** Mayor Reeves called the meeting to order at 6:37 p.m.

#### 2. PLEDGE OF ALLEGIANCE

3. **ROLL CALL:** Board Members present, Mayor Leigh Reeves, Trustees Duvall "Val" Truelsen, Andy Lewis, Kalin Grigg, Mark Youngquist, and Chris Holkestad. Trustee Sheila Wheeler was absent.

**3.1 Staff Present:** Manager Ken Charles, Clerk Tammy Neely Treasurer Tricia Gibson, Building Official David Doudy, Attorney Jon Kelly, and Sheriff Steve Nowlin.

4. **ACTION/APPROVAL OF THE AGENDA:** *Trustee Youngquist moved to approve the agenda, as amended removing item 14.1, seconded by Trustee Grigg. Motion passed unanimously.*

#### 5. IDENTIFICATION OF ACTUAL OR PERCEIVED CONFLICTS OF INTEREST. No comment

**6. CITIZENS TO ADDRESS THE BOARD:** This is an opportunity for Citizens to address the Board at this time or during a Public Hearing. Each Person will have 5 minutes. The Town Board encourages public comment by the following sources: Live at the Town Hall, virtually via ZOOM (see the Town Website for the link), or by submitting your comments, via email, to the Town Clerk at [tammy@townofdolores.com](mailto:tammy@townofdolores.com) any time before the dated Board meeting.

**6.1 Melissa Watters 907 Central Ave:** Commented on the lighting throughout the town. She commented on the Dark Skies section of the LUC, and the Dark Skies Association. Lights should not be shining in people's homes or in their living areas.

**6.2 Thomas Wolf 107 N 5<sup>th</sup> Street.** Commented to the Board on the town lighting issue. There is no need for a light Pole (8541) to be at its location. There is just a dead-end road. He commented that other neighbors did not want the light there as well, as it not a residential light.

**6.3 Kit Kelly 14630 Road 29** inquired about attainable housing, asking about the RFP, and what the expectation were. Manager Charles informed her that it was in the early stages. She also asked if staff has reached out to other jurisdictions on procedures. The Board informed her that there is a Task Force currently working on the project.

**6.4 Marianne Mate** suggested the Board work with Empire Electric on the lighting.

## **7. ACTION/APPROVAL OF THE CONSENT AGENDA:**

**7.1 Minutes from:** October 10<sup>th</sup>, 2022, Board meeting

**7.2 Minutes from:** October 17<sup>th</sup>, 2022, Board continuation meeting

**7.3 Minutes from:** October 24<sup>th</sup>, 2022, Board/Workshop meeting.

**7.4 Proceedings:** For the month of October 2022

***Trustee Holkestad move to approve the meeting minutes of October 10<sup>th</sup>, 17<sup>th</sup>, 24<sup>th</sup>, and the proceedings for the month of October 2022, seconded by Trustee Youngquist. Trustee Lewis abstained from the vote. The motion passed unanimously.***

**8. REMOVED CONSENT AGENDA ITEMS:** Item 14.1 was removed from the agenda at the request of Manager Charles.

**9. STAFF REPORTS:** For the record Staff reports are added to the packet for review.

**9.1 Introduction:** Timothy Brown Montezuma County Health Department Emergency Preparedness Response introduced himself. He informed the Board that there were COVID-19 Tests, PPE's, masks, and other items available at the Health Dept.

**9.2 Manager Report:** Town Clerk Tammy Neely informed the Board that the median income changed slightly for the Senior Discount water/sewer Program, which for 1 person \$46,050 would be the limit annually at 80%. Manager Ken Charles updated the Board on events and items the Staff is working on:

- Closing on the property of 601 Central Avenue (New Town Hall)
- Asbestos Analysis on the property located at 420 Central Avenue. Results were there is asbestos in materials used in the building. Staff will seek proposals and costs for asbestos removal.
- Public Works installed 21 bear proof refuse containers throughout the Parks and the Town. 75% of the cost was provided by CPW.
- The Town and Dolores Fire Protection District reviewed the RFP process for two early waring sirens. The received a FEMA grant for 55% of the costs, the Dolores FPD, and Montezuma County Sheriffs Dept. Contributed \$10,000.00. Empire Electric is considering a request to provide and install the poles for the two sites.
- The COVID-19 Vaccination Bus will be at Joe Rowell Park, Friday November 18<sup>th</sup>, 2022.



- December 12<sup>th</sup>, 2022 will be the next Town Board Meeting, it will include the 2023 Budget adoption/resolutions. No other meetings will be scheduled for the rest of the 2022 year.
- Parks meeting December 8<sup>th</sup>, 2022.
- Planning and Zoning Meeting December 6<sup>th</sup>, 2022.

**9.3 Sheriff's Report:** Sheriff Steve Nowlin reported the calls for service with a few bear sightings. He remarked that they should be settling down for a nap. He presented the Sheriffs contract and resolution for the year 2023.

**9.4 Attorney Report:** Attorney Jon Kelly discussed Proposition 122 Natural Medicine Health Act of 2022. This passed by a 53.1% to 46.9% vote. It permits the use of certain Natural Medicines or psychedelic mushrooms. The State of Colorado will adopt rules regulating and licensing "Healing Centers" and "Facilitators" in 2024. Presumably the first center would open late 2024. Municipalities may not ban Healing Centers in their jurisdictions. Proposition 123 the Affordable Housing Fund passed 51.1% to 49.9%. This creates an Affordable Housing Fund from 1/10 of a percent of income taxes collected by the State of Colorado.

**9.5 Treasurer Report:** Treasurer/Finance Manager Tricia Gibson reviewed the month of October Sales tax report. It is showing at a 22% increase from November 2021. The sales tax and marijuana tax goal for November 2022 has been met. She reported to the Board that the Town will be going live and will be accepting credit cards for water/sewer payments, dog licenses, building permits, court fines, and more on January 17<sup>th</sup>, 2023.

## **10. ADMINISTRATIVE BOARD BUSINESS:**

**10.1 Discussion/Possible Action:** Empire Electric-Street Lights. Manager Charles explained that there have been some issues with streetlights in the Town. Several complaints have been received from Citizens on certain streetlights after Empire Electric updated lighting. Most of the complaints heard was that streetlights are very bright. In an effort to address the problem Building Official David Doudy and Technician Brad Dennison investigated five locations. David gave a power point presentation of the differences between LED lighting and standard. The amount per foot candles were measured revealing a need for some adjustment. Empire Electric will need to set the lighting lower. All lights are shielded for compliance. The Town will be looking into several options. Safety for pedestrians and neighborhood must be considered.

**10.2 Discussion:** The Closing of 601 Central Ave. Next phase. Manager Charles reported that the closing to purchase property at 601 Central Avenue was completed October 31<sup>st</sup>, 2022, for the amount of \$379,900.00.

**10.3 Discussion/Possible Action:** Budget-Donations for the year 2023. The Town Board budgets money from the General Fund to support the community organizations. Each organization must meet an eligibility criterion. Treasurer Tricia Gibson presented to the Board the list of budget contributions. The total proposed cost for contributions were \$25,000.00. The Board will decide approval at the December 12<sup>th</sup>, 2022, meeting along with budget approval.

## **11. BOARDS AND COMMISSIONS:**

**11.1 Parks/Playground Advisory Committee** Chair Marianne Mate reported meeting discussion on the JRP Park Plan. The topic was the pump track bike park. Manager Charles added that the outdoor exercise equipment has arrived.

**11.2 Planning and Zoning Committee:** Chair Linda Robinson talked about the lighting in the Town. Planning and Zoning reviewed the dark sky of the LUC. She requested a hard copy of the LUC.

**11.3 Attainable Housing Task Force:**

**12. OUTSIDE ORGANIZATIONS:**

**12.1 Chamber of Commerce:** Susan Lisak announced the November and December activities for the Town. Tree lighting and decorating of Flanders Park. Santa at the Goose and more.

**12.2 Montezuma County Commissioner:** Jim Candelaria was absent

**13. PUBLIC HEARINGS:**

**13.1 Discussion/Public Comment: 2023 Draft Budget:** Mayor Reeves opened the hearing for public comment. There were no changes to the budget. No public comment was made. Mayor Reeves closed the hearing. Further action will take place at the December 12<sup>th</sup>, 2022, meeting.

**14. ACTION/APPROVAL ORDINANCES/RESOLUTIONS:**

**14.1 Discussion/Action:** Resolution R508 Series 2022 Adopting a Plan for Joe Rowell Park. This item was removed from the agenda per approval of the agenda.

**15. TRUSTEES REPORTS/ACTIONS:** No reports or action were given.

**16. UPCOMING AGENDA ITEMS FOR DECEMBER 2022 MEETING:**

**16.1 2023 Budget Approval and resolutions final approval**

**16.2 2023 Sheriffs Contract final approval**

**16.3 Two possible liquor licenses**

**16.4 Street Lighting**

**17. ADJOURNMENT:** Mayor Reeves adjourned the meeting at 9:38 p.m.

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**Mayor Leigh Reeves**

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**Town Clerk Tammy Neely**

## TOWN OF DOLORES

## Check Register

## Reporting All Cash Accounts

From: 11/1/2022

To: 11/30/2022

Number	Seq	Date	Void	Vendor Name	Invoice Number	Comments	Amount	Manual Chk
26976		11/02/2022		ANTHONY SISNEROZ	AMERICAN WATER WORKS CONFERE	GRAND JUNCTION TRAVEL	\$279.20	
26977		11/02/2022		BIG BEND SAW SERVICE	26383		\$200.00	
26978		11/02/2022		CEBT PAYMENTS	INV 0051746		\$9,245.60	
26979		11/02/2022		COLORADO ANALYTICAL LAB	221013021		\$175.00	
26980		11/02/2022		COMFORT AIR MECHANICAL	82160		\$110.00	
26981		11/02/2022		Susan Douly	OCTOBER242022	NOV 24 WORKSHOP DINNER	\$179.15	
26982		11/02/2022		FASTENAL COMPANY	COBAY72785		\$219.78	
26983		11/02/2022		FLYERS ENERGY, LLC	CFS-3187313		\$982.87	
26984		11/02/2022		IMAGENET CONSULTING LLC	INV361544		\$195.04	
26985		11/02/2022		JON LEWIS KELLY, P.C.	NOVEMBER12022		\$3,615.00	
26986		11/02/2022		MONTEZUMA COUNTY SHERIFFS OFFICE	100		\$12,795.95	
26987		11/02/2022		NETFORCE PC, INC.	21212		\$1,786.06	
26988		11/02/2022		PADILLA LAW, P.C.	3383		\$128.00	
26989		11/02/2022		RANDY MCGUIRE	AMERICAN WATER WORKS CONFERE	GRAND JUNCTION TRAVEL	\$353.20	
26990		11/02/2022		SGM	2017-387.003-7	INVOICES 5 TO 7 PHASE 2 WATER PROJECT	\$8,155.00	
26991		11/02/2022		TRUSCO MANUFACTURING	16170	STREET PAINTING MACHINE	\$6,476.00	
26992		11/02/2022		UTILITY NOTIFICATION CENTER	222100438		\$7.80	
26993		11/1/2022		ALSCO	LFAR1120709,1121656,1122596,112353		\$367.07	
26994		11/1/2022		AT&T MOBILITY	287297567507X10282022		\$207.77	
26995		11/1/2022		BEAR SAVER	0000010405		\$34,373.00	
26996		11/1/2022		CATERPILLAR FINANCIAL SERVICES COR	33089447		\$3,669.70	
26997		11/1/2022		DOLORES GENERAL STORE	NOVEMBER12022		\$731.03	
26998		11/1/2022		BALLENTINE COMMUNICATIONS	OCTOBER312022		\$119.08	
26999		11/1/2022		FASTTRACK COMMUNICATIONS, INC.	NOVEMBER12022		\$827.50	
27000		11/1/2022		FUN CENTER, INC.	38849		\$39.99	
27001		11/1/2022		Kenneth Charles	OCTOBERRENT		\$800.00	
27002		11/1/2022		LEPEW PORTA JOHNS, INC	2022-10-145		\$618.00	
27003		11/1/2022		PARKERS WORKPLACE SOLUTIONS	806391-00		\$105.01	
27004		11/1/2022		PARTNERS IN PARTS	197-1069		\$179.99	
27005		11/1/2022		SAN JUAN BASIN PUBLIC HEALTH DEPAR	2022-1137		\$326.00	

\* Indicates Out Of Sequence Check Number

TOWN OF DOLORES

Check Register

Reporting All Cash Accounts

From: 11/1/2022

To: 11/30/2022

Number	Seq	Date	Void	Vendor Name	Invoice Number	Comments	Amount	Manual Chk
27006		11/11/2022		STOTZ EQUIPMENT	P80493		\$410.63	
27007		11/11/2022		SUPERIOR AUTO SUPPLY CO	OCTOBER282022		\$85.20	
27008		11/11/2022		BANKCARD CENTER	OCTOBER262022		\$8,764.19	
27009		11/11/2022		WASTE MANAGEMENT OF NM	0404095-4889-4		\$323.68	
27010		11/20/2022		DOLORES STATE BANK	OCTOBER262022		\$6,117.42	
27011		11/20/2022		CONTRACT ENVIRONMENTAL SERVICES,	7639		\$4,210.00	
27012		11/20/2022		IMAGENET CONSULTING LLC	INV382727		\$229.89	
27013		11/20/2022		MOUNTAINLAND SUPPLY COMPANY	S105047523.001		\$444.80	
27014		11/20/2022		PATRICIA GIBSON	CGFOA CONFERENCE	GRAND JUNCTION TRAVEL CGFOA	\$306.48	
27015		11/22/2022		CENTURYLINK	NOVEMBER82022		\$148.22	
27016		11/22/2022		COMFORT AIR MECHANICAL	82643	WATER PLANT HEATER GAS VALVE	\$384.65	
27017		11/22/2022		EMPIRE ELECTRIC ASSOCIATION	NOVEMBER8A2022	SOLAR BILL	\$545.01	
27018		11/22/2022		EMPIRE ELECTRIC ASSOCIATION	NOVEMBER82022	GROUP BILL	\$4,136.14	
27019		11/22/2022		FLYERS ENERGY, LLC	CFS-3205618		\$1,564.19	
27020		11/22/2022		QUADIENT LEASING USA, INC.	N9674396		\$249.24	
27021		11/22/2022		TRAUTNER GEOTECH LLC	16637	CUT SLOPE OBSERVATION/CONSULT	\$487.50	
27022		11/27/2022		DOLORES COMMUNITY CENTER	2022 DONATION		\$4,500.00	
27023		11/27/2022		GREEN ANALYTICAL LABORATORIES	GAL2211-004		\$100.00	
27024		11/27/2022		NETFORCE PC, INC.	21358		\$2,006.45	

Signature

These invoices are approved for payment.

EFT Check Count:	0	Amount:	\$0.00
Regular Check Count:	49	Amount:	\$122,281.48
	49		\$122,281.48
Voided Check Count:	0	Amount:	\$0.00

## Application for a Special Events Permit

Departmental Use Only

☐ State Only Permit/State Property

In order to qualify for a Special Events Permit, You Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> Social | <input type="checkbox"/> Athletic                           | <input type="checkbox"/> Philanthropic Institution          |
| <input type="checkbox"/> Fraternal         | <input type="checkbox"/> Chartered Branch, Lodge or Chapter | <input type="checkbox"/> Political Candidate                |
| <input type="checkbox"/> Patriotic         | <input type="checkbox"/> National Organization or Society   | <input type="checkbox"/> Municipality Owned Arts Facilities |
| <input type="checkbox"/> Political         | <input type="checkbox"/> Religious Institution              |   |

LIAB Type of Special Event Applicant is Applying for:

- 2110 ☒ Malt, Vinous And Spirituous Liquor \$25.00 Per Day  
2170 ☐ Fermented Malt Beverage \$10.00 Per Day

**DO NOT WRITE IN THIS SPACE**

Liquor Permit Number

1. Name of Applicant Organization or Political Candidate

Dolores River Boating Advocates

State Sales Tax Number (Required)

45-4046629

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP)

PO Box 1173  
Dolores, CO 81323

3. Address of Place to Have Special Event (include street, city/town and ZIP)

Dolores Community Center  
400 Riverside Ave, Dolores, CO 81323

4. Authorized Representative of Qualifying Organization or Political Candidate

Amber Clark

Date of Birth

01/14/80

Phone Number

970-799-8704

Authorized Representative's Mailing Address (if different than address provided in Question 2.)

same as above

5. Event Manager

Alana Bond

Date of Birth

08/20/87

Phone Number

808-443-9250

Event Manager Home Address (Street, City, State, ZIP)

305 S. Main St. Mancos, CO 81328

Email Address of Event Manager

alana@doloresriverboating.org

6. Has Applicant Organization or Political Candidate been issued a Special Event Permit this Calendar Year?

☒ No ☐ Yes How many days?

7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes?

☒ No ☐ Yes License Number

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? ☒ Yes ☐ No

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date 01/27/23	Date	Date	Date	Date
Hours From	Hours From	Hours From	Hours From	Hours From
To	To	To	To	To
6 p.m.	.m.	.m.	.m.	.m.
10 p.m.	.m.	.m.	.m.	.m.
Date	Date	Date	Date	Date
Hours From	Hours From	Hours From	Hours From	Hours From
To	To	To	To	To
.m.	.m.	.m.	.m.	.m.
.m.	.m.	.m.	.m.	.m.
Date	Date	Date	Date	Date
Hours From	Hours From	Hours From	Hours From	Hours From
To	To	To	To	To
.m.	.m.	.m.	.m.	.m.
.m.	.m.	.m.	.m.	.m.

### Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature

Title

Date

Executive Director

11/17/2022

### Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

**THEREFORE, THIS APPLICATION IS APPROVED.**

Local Licensing Authority (City or County)

☐ City  
☐ County

Telephone Number of City/County Clerk

Signature

Title

Date

**DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY**

### Liability Information

License Account Number	Liability Date	State	Total
		-750 (999)	\$ .

(Instructions on Reverse Side)

## Application Information and Checklist

**The following supporting documents must be attached to this application for a permit to be issued:**

- ☐ Appropriate fee.
- ☐ Diagram of the area to be licensed (not larger than 8 1/2" X 11" reflecting bars, walls, partitions, ingress, egress and dimensions. **Note:** If the event is to be held outside, please submit evidence of intended control, i.e., fencing, ropes, barriers, etc.
- ☐ Copy of deed, lease, or written permission of owner for use of the premises.
- ☐ Certificate of good corporate standing (NONPROFIT) issued by Secretary of State within last two years; or
- ☐ If not incorporated, a NONPROFIT charter; or
- ☐ If a political Candidate, attach copies of reports and statements that were filed with the Secretary of State.

- ☐ Application must first be submitted to the Local Licensing Authority (city or county) at least thirty (30) days prior to the event.
- ☐ Public notice of the proposed event and procedure for protesting issuance of the permit shall be conspicuously posted at the proposed location for at least (10) days before approval of the permit by Local Licensing Authority. (44-5-106 C.R.S.)
- ☐ State Licensing Authority must be notified of approved applications by Local Licensing Authorities within ten (10) days of approval.
- ☐ Check payable to the Colorado Department Of Revenue

### Qualifications for Special Events Permit

**(44-5-102 C.R.S.)**

A Special Event Permit issued under this article may be issued to an organization, whether or not presently licensed under Articles 4 and 3 of this title, which has been incorporated under the laws of this state for the purpose of a social, fraternal, patriotic, political or athletic nature, and not for pecuniary gain or which is a regularly chartered branch, lodge or chapter of a national organization or society organized for such purposes and being non profit in nature, or which is a regularly established religious or philanthropic institution, and to any political candidate who has filed the necessary reports and statements with the Secretary of State pursuant to Article 45 of Title 1, C.R.S. A Special Event permit may be issued to any municipality owning arts facilities at which productions or performances of an artistic or cultural nature are presented for use at such facilities.

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

**Dolores River Boating Advocates**

is a

**Nonprofit Corporation**

formed or registered on 06/19/2013 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20131356064 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 10/28/2022 that have been posted, and by documents delivered to this office electronically through 11/01/2022 @ 10:22:53 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 11/01/2022 @ 10:22:53 in accordance with applicable law. This certificate is assigned Confirmation Number 14431007 .

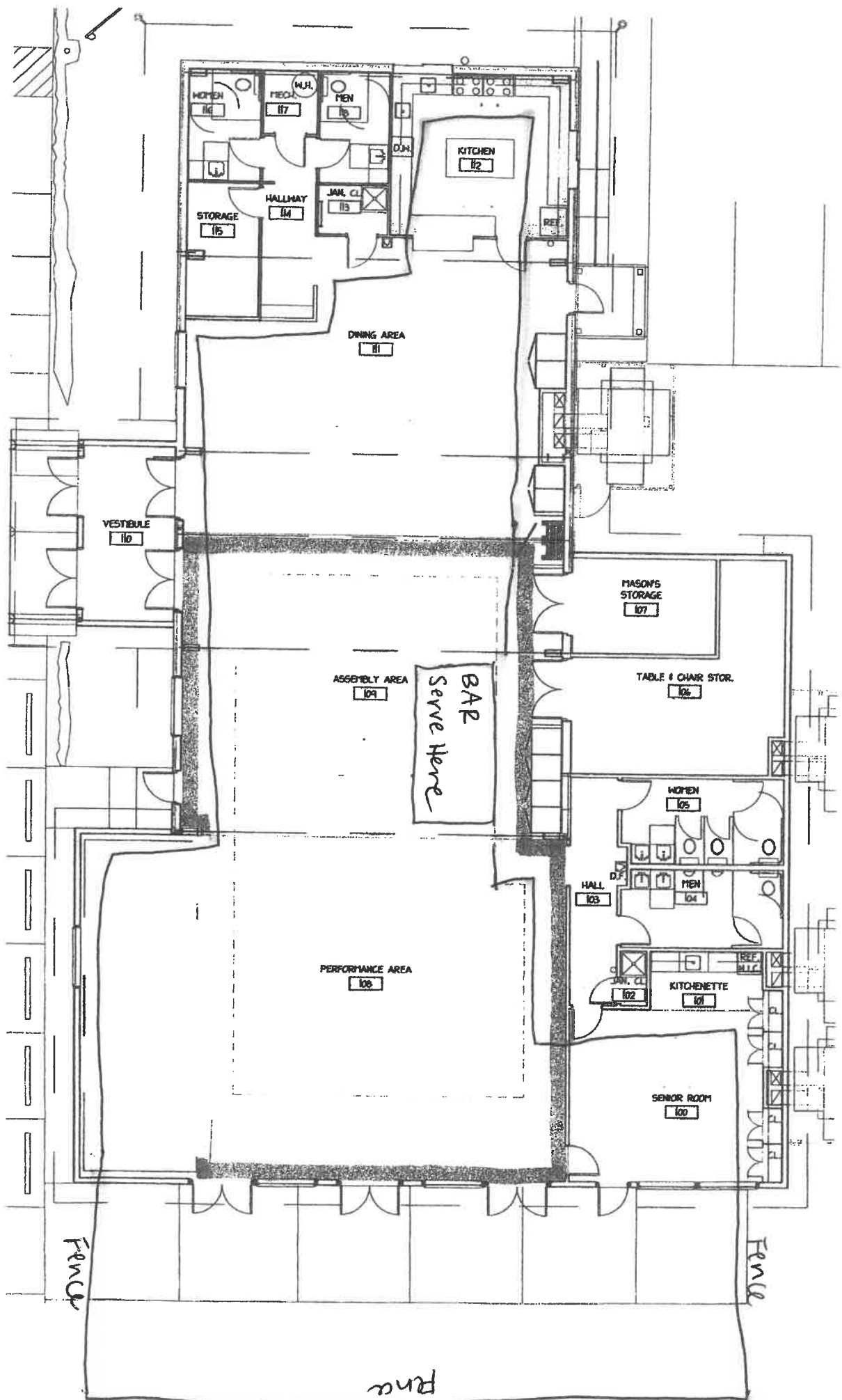


*Jena Griswold*

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."





Date

11/22/22

Honorable Mayor and Board of Trustees Town of Dolores:

Dolores River Boating Advocates has reserved the Dolores Community Center at 400 Riverside Avenue, Dolores, Colorado, on January 26-27, 2022 from 8:00 a.m. to midnight. The Community Center Board has given permission to serve alcohol beverages during this event. Permit Party

If you have any questions, please give me a call.

Sincerely,



Jonnie Ryan

Dolores Community Center Manager

970-394-5727

# DOLORES COMMUNITY CENTER

Application for use

Deposit  
Fees (Rental) check 38  
Paid in Full

Name of Organization or Individual: Dolores River Boating Advocates

Address: Po Box 1173

Phone: 808-443-7250 Alternate Phone: 970-799-8704

Email address: alana@doloresriverboating.org Estimated Number of People: 150

Purpose of Event: Permit Party Fundraiser

Will alcoholic beverages be served or sold? ☒ Yes ☐ No

Is the event being held as a benefit for an individual? ☐ Yes ☒ No

Are you a Colorado registered Non-profit? ☒ Yes ☐ No If yes, Non-profit Tax ID: \_\_\_\_\_

Meeting space requested: Full Facility Time requested: all day Jan 26+27

## 2020 Fee Schedule:

For events 75 people and under:	Full Facility	South Room	Meeting Room	Kitchen Only
By the hour	\$60.00	\$40.00	\$20.00	\$25.00
Half-day	\$150.00	\$100.00	\$40.00	\$40.00
Full day	\$300.00	\$200.00	\$80.00	\$60.00
Deposit (refundable)	\$200.00	\$100.00	\$0.00	\$100.00
LCD projector	\$25/day	\$25/day	\$25/day	N/A
Stage	\$30 self setup \$50 we setup	\$30 self setup \$50 we setup	N/A	N/A

For events over 75 people:	Platinum Package \$950.00	Gold Package \$750.00	Silver Package \$600.00	Bronze Package \$450.00
Full Facility Rental	3 Day	2 1/2 Day	2 Day	1 Day
Usage and setup of outdoor areas	X	X	X	
Event consultation on setup, usage of equipment	X	X	X	X
Full kitchen usage, including appliances and dishes	X	X	X	X
Usage of LCD Projector & screens	X	X		
Usage of Microphone and Sound Systems	X	X	X	X
Set-up & take down of tables & chairs	X	X	X	X
Set-up and take down of stage	X			
Full clean up at end (except dishes)	X	X	X	X
Deposit (refundable)	\$200.00	\$200.00	\$200.00	\$200.00

# DOLORES COMMUNITY CENTER

## Contract Agreement

I agree to the following conditions:

- A. All contracts for the use of the Dolores Community Center must be signed and fees paid 14 days prior to use. If the event is cancelled for any reason between 5 and 10 days prior to use, 25% of the monies shall be charged to cover the cost of handling, inconvenience, and the unavailability of the facility to others before any refunds are made. Any cancellations between 1 and 4 days prior to use will be charged 50%, and any cancellations within 24 hours of event will be charged 75%.
- B. I hereby understand I will be responsible for the cleaning of the facility (unless I have chosen a package in which cleaning is included) and for damages as a result of the activity and that a charge will be taken from the deposit fee (if required) to cover additional cleanup and damage. If I have not paid a deposit, or the cost of cleaning or damages is more than the collected deposit, I understand that I will be liable and will be made to pay for any additional cleaning and damages.
- C. Alcoholic beverages may be served at private parties. If the event is open to the public, the user must have approval from the Dolores Community Center Board of Directors and must have an approved Colorado Liquor License (obtained by application with the Town of Dolores). The License must be displayed at the event. Alcoholic beverages are not allowed outside the building unless permitted by your State Liquor License.
- D. All events must end by midnight unless prior approval has been given by the Dolores Community Center Board of Directors. No alcohol may be served after midnight.
- E. This use and fee schedule is subject to revisions but in no way will affect events already scheduled and paid for. I understand that if over 75 people are attending the event, I must choose a package deal that includes cleaning and setup.
- F. I, the undersigned, agree to save and hold harmless the Dolores Community Center Association and the Board of Directors from any and all claims and demands arising out of the use of the premises, and will defend any cause action brought to enforce any such claims or demands against the Dolores Community Center Association and Board of Directors.

Date confirmed: Jan 26-27 2022 Times confirmed: 8:00 a.m. - midnight  
Room confirmed: Full facility Number of expected guests: 200+  
# 600 — Usage / Package Fees Silver Package  
# 55 — Equipment Fees Stage and projector  
Other Fees  
# 655 — Subtotal  
- # 55 — Discount (only 1 may be applicable): Non-profit, Benefit, Regular user (10 or more times annually)  
# 200 — Damage / Cleaning Deposit (refundable)  
# 800 — Total Due

Contract is not in effect until signed by the Dolores Community Center Association Representative and full payment received

Alan Bond  
Signature of Responsible Party

Alana Bond  
Printed Name

11/22/22  
Today's Date

[Signature]  
Signature of DCCA Representative

11/22/22  
Today's Date

# Colorado Liquor Retail License Application

<input type="checkbox"/> New License <input type="checkbox"/> New-Concurrent <input checked="" type="checkbox"/> Transfer of Ownership <input type="checkbox"/> State Property Only <input type="checkbox"/> Master file			
• All answers must be printed in black ink or typewritten • Applicant must check the appropriate box(es) • Applicant should obtain a copy of the Colorado Liquor and Beer Code: <a href="http://SBG.Colorado.gov/Liquor">SBG.Colorado.gov/Liquor</a>			
1. Applicant is applying as a/an <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Association or Other <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership (includes Limited Liability and Husband and Wife Partnerships)			
2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation <b>Lindo Michoacan, LLC (Bernardo Ruiz)</b>			FEIN Number <b>92-0836401</b>
2a. Trade Name of Establishment (DBA) <b>Lindo Michoacan, LLC</b>		State Sales Tax Number <b>92-0836401</b>	Business Telephone
3. Address of Premises (specify exact location of premises, include suite/unit numbers) <b>104 S 2nd st.</b>			
City <b>Dolores</b>	County <b>Montezuma</b>	State <b>CO</b>	ZIP Code <b>81323</b>
4. Mailing Address (Number and Street) <b>10745 Road 6 P.O. Box 175 Dolores</b>		City or Town <b>Cortez</b>	State <b>CO</b>
5. Email Address <b>ariasmary27@yahoo.com</b>			
6. If the premises currently has a liquor or beer license, you must answer the following questions			
Present Trade Name of Establishment (DBA) <b>Mi Tequila</b>		Present State License Number <b>03-13356</b>	Present Class of License <b>Tavern (city)</b>
		Present Expiration Date <b>August 09, 2022</b>	
<b>Section A Nonrefundable Application Fees*</b>		<b>Section B (Cont.) Liquor License Fees*</b>	
<input type="checkbox"/> Application Fee for New License.....\$1,100.00 <input type="checkbox"/> Application Fee for New License w/Concurrent Review.....\$1,200.00 <input checked="" type="checkbox"/> Application Fee for Transfer.....\$1,100.00		<input type="checkbox"/> Liquor-Licensed Drugstore (County).....\$312.50 <input type="checkbox"/> Lodging & Entertainment - L&E (City).....\$500.00 <input type="checkbox"/> Lodging & Entertainment - L&E (County).....\$500.00 <input type="checkbox"/> Manager Registration - H & R.....\$75.00 <input type="checkbox"/> Manager Registration - Tavern.....\$75.00 <input type="checkbox"/> Manager Registration - Lodging & Entertainment.....\$75.00 <input type="checkbox"/> Manager Registration - Campus Liquor Complex.....\$75.00 <input type="checkbox"/> Optional Premises License (City).....\$500.00 <input type="checkbox"/> Optional Premises License (County).....\$500.00 <input type="checkbox"/> Racetrack License (City).....\$500.00 <input type="checkbox"/> Racetrack License (County).....\$500.00 <input type="checkbox"/> Resort Complex License (City).....\$500.00 <input type="checkbox"/> Resort Complex License (County).....\$500.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (City).....\$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (County).....\$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (State).....\$160.00 <input type="checkbox"/> Retail Gaming Tavern License (City).....\$500.00 <input type="checkbox"/> Retail Gaming Tavern License (County).....\$500.00 <input type="checkbox"/> Retail Liquor Store License-Additional (City).....\$227.50 <input type="checkbox"/> Retail Liquor Store License-Additional (County).....\$312.50 <input type="checkbox"/> Retail Liquor Store (City).....\$227.50 <input type="checkbox"/> Retail Liquor Store (County).....\$312.50 <input checked="" type="checkbox"/> Tavern License (City).....\$500.00 <input type="checkbox"/> Tavern License (County).....\$500.00 <input type="checkbox"/> Vintners Restaurant License (City).....\$750.00 <input type="checkbox"/> Vintners Restaurant License (County).....\$750.00	
<b>Section B Liquor License Fees*</b> <input type="checkbox"/> Add Optional Premises to H & R.....\$100.00 X _____ Total _____ <input type="checkbox"/> Add Related Facility to Resort Complex \$75.00 X _____ Total _____ <input type="checkbox"/> Add Sidewalk Service Area.....\$75.00 <input type="checkbox"/> Arts License (City).....\$308.75 <input type="checkbox"/> Arts License (County).....\$308.75 <input type="checkbox"/> Beer and Wine License (City).....\$351.25 <input type="checkbox"/> Beer and Wine License (County).....\$436.25 <input type="checkbox"/> Brew Pub License (City).....\$750.00 <input type="checkbox"/> Brew Pub License (County).....\$750.00 <input type="checkbox"/> Campus Liquor Complex (City).....\$500.00 <input type="checkbox"/> Campus Liquor Complex (County).....\$500.00 <input type="checkbox"/> Campus Liquor Complex (State).....\$500.00 <input type="checkbox"/> Club License (City).....\$308.75 <input type="checkbox"/> Club License (County).....\$308.75 <input type="checkbox"/> Distillery Pub License (City).....\$750.00 <input type="checkbox"/> Distillery Pub License (County).....\$750.00 <input type="checkbox"/> Hotel and Restaurant License (City).....\$500.00 <input type="checkbox"/> Hotel and Restaurant License (County).....\$500.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City).....\$600.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County).....\$600.00 <input type="checkbox"/> Liquor-Licensed Drugstore (City).....\$227.50			
<b>* Note that the Division will not accept cash</b>			
<b>Questions? Visit: <a href="http://SBG.Colorado.gov/Liquor">SBG.Colorado.gov/Liquor</a> for more information</b>			
<b>Do not write in this space - For Department of Revenue use only</b>			
<b>Liability Information</b>			
License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) ☐ Yes ☒ No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) ☐ Yes ☒ No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) ☐ Yes ☒ No

### Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth <b>05/01/82</b>	b. Social Security Number	c. Place of Birth <b>MEXICO</b>	d. U.S. Citizen <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No
e. If Naturalized, state where		f. When	g. Name of District Court
h. Naturalization Certificate Number	i. Date of Certification	j. If an Alien, Give Alien's Registration Card Number	k. Permanent Residence Card Number
l. Height <b>5'6"</b>	m. Weight <b>205</b>	n. Hair Color <b>black</b>	o. Eye Color <b>black</b>
p. Gender		q. Do you have a current Driver's License/ID? If so, give number and state. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No #	

#### 14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.  
\$

b. List the total amount of the personal investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$

\* If corporate investment only please skip to and complete section (d)

\*\* Section b should reflect the total of sections c and e

c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
FUNDING - CASH	CHECKING	DOLORES ST BANK	50,000.00

d. Provide details of the corporate investment described in 14 (a). You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount

e. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount

### Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature <b>Bernardo Ruiz</b>	Print Signature <b>Bernardo Ruiz</b>	Title <b>Owner</b>	Date <b>11-7-22</b>
--	---	-----------------------	------------------------

Name <b>Bernardo Ruiz</b>	Type of License	Account Number
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**20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation**

a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?	Yes	No
b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?		
c. How long has the club been incorporated?		
d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?		

**21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:**

a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)	Yes	No

**22. Campus Liquor Complex applicants answer the following:**

a. Is the applicant an institution of higher education?	Yes	No
b. Is the applicant a person who contracts with the institution of higher education to provide food services? If "yes" please provide a copy of the contract with the institution of higher education to provide food services.		

**23. For all on-premises applicants,**

a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record  
- DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.

b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application  
- DR 8000 and fingerprints.

Last Name of Manager	First Name of Manager
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**24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.**

	Yes	No

**25. Related Facility - Campus Liquor Complex applicants answer the following:**

a. Is the related facility located within the boundaries of the Campus Liquor Complex? If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.	Yes	No
b. Designated Manager for Related Facility- Campus Liquor Complex		

Last Name of Manager	First Name of Manager
----------------------	-----------------------

**26. Tax Information.**

a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?	Yes	No
		<input checked="" type="checkbox"/>
b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?		<input checked="" type="checkbox"/>

**27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.**

Name	Home Address, City & State	DOB	Position	%Owned

**\*\* If applicant is owned 100% by a parent company, please list the designated principal officer on above.**

**\*\* Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)**

**\*\* If total ownership percentage disclosed here does not total 100%, applicant must check this box:**

☒ Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

Name <b>Bernardo Ruiz</b>		Type of License <b>Tavern</b>		Account Number	
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?					Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):					
a. Been denied an alcohol beverage license?					<input type="checkbox"/> <input checked="" type="checkbox"/>
b. Had an alcohol beverage license suspended or revoked?					<input type="checkbox"/> <input checked="" type="checkbox"/>
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?					<input type="checkbox"/> <input checked="" type="checkbox"/>
If you answered yes to 8a, b or c, explain in detail on a separate sheet.					
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.					<input type="checkbox"/> <input checked="" type="checkbox"/>
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?					<input type="checkbox"/> <input checked="" type="checkbox"/>
Waiver by local ordinance? <input type="checkbox"/> <input type="checkbox"/>					
Other: _____					
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? <b>NOTE:</b> The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.					<input type="checkbox"/> <input checked="" type="checkbox"/>
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? <b>NOTE:</b> The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.					<input type="checkbox"/> <input type="checkbox"/>
13 a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?					<input type="checkbox"/> <input type="checkbox"/>
13 b. Are you a Colorado resident?					<input checked="" type="checkbox"/> <input type="checkbox"/>
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.					<input type="checkbox"/> <input checked="" type="checkbox"/>
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement?					<input checked="" type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____					
a. If leased, list name of landlord and tenant, and date of expiration, <b>exactly</b> as they appear on the lease:					
Landlord <b>CHAYOLO ALONSO ORTIZ Rodriguez</b>		Tenant <b>Bernardo Ruiz</b>		Expires <b>11-2-2024</b>	
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.					<input type="checkbox"/> <input checked="" type="checkbox"/>
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".					
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.					
Last Name		First Name		Date of Birth	FEIN or SSN
Last Name		First Name		Date of Birth	FEIN or SSN
					Interest/Percentage
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.					
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:					
Has a local ordinance or resolution authorizing optional premises been adopted?					<input type="checkbox"/> <input type="checkbox"/>
Number of additional Optional Premise areas requested. (See license fee chart)					
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.					
19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:					
a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise?					<input type="checkbox"/> <input checked="" type="checkbox"/>
If "yes" a copy of license must be attached.					



## Individual History Record

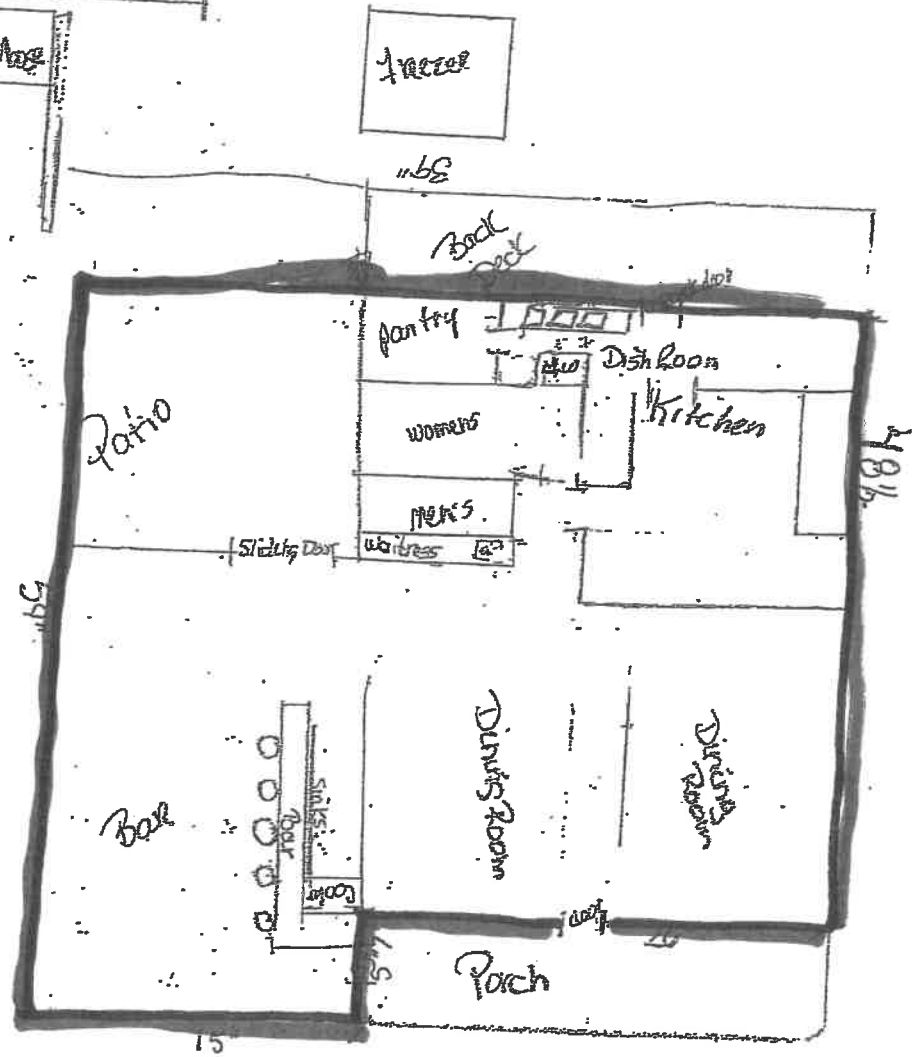
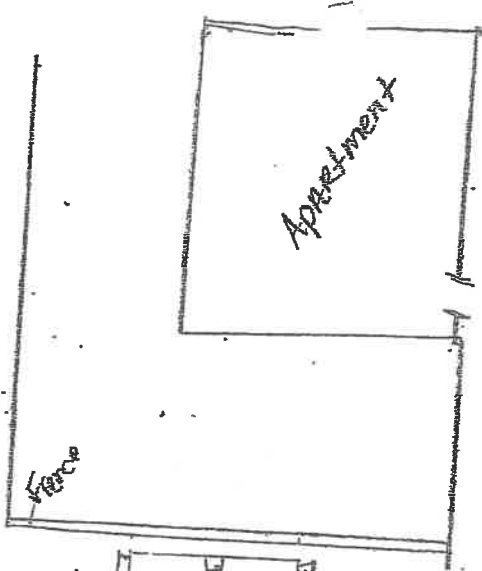
To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license

**Notice:** This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.** (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business <i>Lindo Michoacan LLC</i>		Home Phone Number	Cellular Number <i>970-317-5284</i>	
2. Your Full Name (last, first, middle) <i>Bernardo Ruiz</i>		3. List any other names you have used		
4. Mailing address (if different from residence) <i>10745 Road 9</i>		Email Address <i>Ariasmary27@yahoo.com</i>		
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)				
<b>Street and Number</b>		<b>City, State, Zip</b>		<b>From</b>
<b>To</b>				
Current				
Previous				
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)				
<b>Name of Employer or Business</b>	<b>Address (Street, Number, City, State, Zip)</b>	<b>Position Held</b>	<b>From</b>	<b>To</b>
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.				
<b>Name of Relative</b>	<b>Relationship to You</b>	<b>Position Held</b>	<b>Name of Licensee</b>	
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>				
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>				



Name <b>Bernardo Ruiz</b>		Type of License		Account Number	
<b>Oath Of Applicant</b>					
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.					
Authorized Signature <b>Bernardo Ruiz</b>		Printed Name and Title <b>Bernardo Ruiz</b>		Date <b>11-07-22</b>	
<b>Report and Approval of Local Licensing Authority (City/County)</b>					
Date application filed with local authority		Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)			
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:					
<input checked="" type="checkbox"/> Fingerprinted <input checked="" type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants					
That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license					
(Check One)					
<input type="checkbox"/> Date of inspection or anticipated date _____ <input type="checkbox"/> Will conduct inspection upon approval of state licensing authority					
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000?					Yes No <input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000?					<input type="checkbox"/> <input type="checkbox"/>
<b>NOTE:</b> The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.					
<input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?					<input type="checkbox"/> <input type="checkbox"/>
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. <b>Therefore, this application is approved.</b>					
Local Licensing Authority for			Telephone Number		<input type="checkbox"/> Town, City <input type="checkbox"/> County
Signature	Print	Title		Date	
Signature	Print	Title		Date	



TREE

## Tax Check Authorization, Waiver, and Request to Release Information

I, \_\_\_\_\_ am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Bernardo Ruiz (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <u>Bernardo Ruiz / Lindo Michoacan LLC</u>		Social Security Number/Tax Identification Number	
Address <u>104 S. 2ND ST</u>			
City <u>DOLORES</u>		State <u>CO</u>	Zip <u>81323</u>
Home Phone Number <u>970</u>		Business/Work Phone Number <u>970-317-5284</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Bernardo Ruiz</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>Bernardo Ruiz</u>			Date signed <u>11-07-22</u>

### Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

## COMMERCIAL LEASE AGREEMENT

**THIS LEASE (this "Lease") dated this 2nd day of November, 2022**

**BETWEEN:**

**Chavolo Alonso Ortiz Rodriguez of 121 Railroad Ave, Mancos, CO 81328, USA**

**Telephone: (970) 946-3901**

**(the "Landlord")**

**OF THE FIRST PART**

**- AND -**

**Lindo Michoacan LLC of 104 S 2nd St, Dolores, CO 81323, USA**

**Telephone: \_\_\_\_\_**

**(the "Tenant")**

**OF THE SECOND PART**

**~~- AND -~~**

**Bernardo Ruiz of 104 S 2nd St, Dolores, CO 81323, USA**

**Telephone: 970-317-5284**

**(the "Guarantor")**

**OF THE THIRD PART**

**IN CONSIDERATION OF** the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

### Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:
  - a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;

- b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 104 S 2nd St, Dolores, CO 81323, USA, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
- c. "Common Areas and Facilities" mean:
  - i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and
  - ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;
- d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;
- e. "Premises" means the restaurant at 104 S 2nd St, Dolores, CO 81323, USA.
- f. "Rent" means the total of Base Rent and Additional Rent.

## **Intent of Lease**

- 2. It is the intent of this Lease and agreed to by the Parties to this Lease that rent for this Lease will be on a gross rent basis meaning the Tenant will pay the Base Rent and any Additional Rent and the Landlord will be responsible for all other service charges related to the Premises and the operation of the Building save as specifically provided in this Lease to the contrary.

## **Leased Premises**

3. The Landlord agrees to rent to the Tenant the restaurant municipally described as 104 S 2nd St, Dolores, CO 81323, USA (the "Premises").

The Premises will be used for only the following permitted use (the "Permitted Use"):  
Restaurant.

4. While the Tenant, or an assignee or subtenant approved by the Landlord, is using and occupying the Premises for the Permitted Use and is not in default under the Lease, the Landlord agrees not to Lease space in the Building to any tenant who will be conducting in such premises as its principal business, the services of: Restaurant.
5. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking (the "Parking") on or about the Premises. Only properly insured motor vehicles may be parked in the Tenant's Parking.

## **Term**

6. The term of the Lease commences at 12:00 noon on November 2, 2022 and ends at 12:00 noon on November 2, 2024 (the "Term").
7. Notwithstanding that the Term commences on November 2, 2022, the Tenant is entitled to possession of the Premises at 12:00 noon on November 1, 2022.
8. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month's notice to the other party.

## **Rent**

9. Subject to the provisions of this Lease, the Tenant will pay a base rent of \$2,500.00, payable per month, for the Premises (the "Base Rent"), without setoff, abatement or deduction. In addition to the Base Rent, the Tenant will pay for any fees or taxes arising from the Tenant's business.
10. The Tenant will pay the Base Rent on or before the first of each and every month of the Term to the Landlord.
11. No acceptance by the Landlord of any amount less than the full amount owed will be taken to operate as a waiver by the Landlord for the full amount or in any way to defeat or affect the rights and remedies of the Landlord to pursue the full amount.

## **Guarantees**

12. The Guarantor guarantees to the Landlord that the Tenant will comply with the Tenant's obligations under this Lease and agrees to compensate the Landlord in full on demand for all liability resulting from any failure by the Tenant to comply with any of the Tenant's obligations under this Lease.
13. The Guarantor's obligations remain fully effective even if this Lease is disclaimed, the Landlord gives the Tenant extra time to comply with any obligation, the Landlord previously waives a default of the Tenant under this Lease, or the Landlord does not insist on strict compliance with the Lease's terms.

## **Use and Occupation**

14. The Tenant will carry on business under the name of Lindo Michoacan LLC, and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the Term and throughout the Term, and will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.
15. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, state, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.
16. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with any statute, including any subordinate legislation, which is in force now or in the future and taking into account any amendment or re-enactment, or any government department, local authority, other public or competent authority or court of competent jurisdiction and of the insurers in relation to the use, occupation and enjoyment of the Building (including in relation to health and safety compliance with the proper practice recommended by all appropriate authorities).

## **Quiet Enjoyment**

17. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

## **Distress**

18. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as Rent, or any part of the Rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

## **Overholding**

19. If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the Term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to twice the Base Rent and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

## **Additional Rights on Reentry**

20. If the Landlord reenters the Premises or terminates this Lease, then:
- a. notwithstanding any such termination or the Term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;
  - b. the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;
  - c. the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant, and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;
  - d. in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use



such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;

- e. the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the Term remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises;
- f. after reentry, the Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Tenant, and, if necessary to collect the rents and profits the receiver may carry on the business of the Tenant and take possession of the personal property used in the business of the Tenant, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Tenant;
- g. after reentry, the Landlord may terminate the Lease on giving 5 days' written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease;
- h. the Tenant will pay to the Landlord on demand:
  - i. all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;
  - ii. reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized; including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and
  - iii. as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the Term had it not been terminated, at the option of the Landlord, either:
    - i. an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the Term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or

- ii. an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.
21. Upon giving written notice no later than 60 days before the expiration of the Term, the Tenant may renew this Lease for an additional term. All terms of the renewed lease will be the same except for any signing incentives/inducements and this renewal clause.

## Utilities and Other Costs

22. The Tenant is responsible for the direct payment of the following utilities and other charges in relation to the Premises: electricity, natural gas, water, sewer, telephone, internet and cable.

## Insurance

23. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's policy of insurance.
24. The Tenant is not responsible for insuring the Landlord's contents and furnishings in or about the Premises for either damage and loss, and the Tenant assumes no liability for any such loss.
25. The Tenant is responsible for insuring the Premises for damage or loss to the structure, mechanical or improvements to the Building on the Premises for the benefit of the Tenant and the Landlord. Such insurance should include such risks as fire, theft, vandalism, flood and disaster.
26. The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord.
27. The Tenant will provide proof of such insurance to the Landlord upon request.

## Abandonment

28. If at any time during the Term, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired Term, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance

of the unexpired Term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the reletting. If the Landlord's right of reentry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

### **Attorney Fees**

29. All costs, expenses and expenditures including and without limitation, complete legal costs incurred by the Landlord on a solicitor/client basis as a result of unlawful detainer of the Premises, the recovery of any rent due under the Lease, or any breach by the Tenant of any other condition contained in the Lease, will forthwith upon demand be paid by the Tenant as Additional Rent. All rents including the Base Rent and Additional Rent will bear interest at the rate of twelve (12%) per cent per annum from the due date until paid.

### **Governing Law**

30. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Colorado, without regard to the jurisdiction in which any action or special proceeding may be instituted.

### **Severability**

31. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Colorado (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

### **Assignment and Subletting**

32. The Tenant will not assign this Lease in whole or in part, nor sublet all or any part of the Premises, nor grant any license or part with possession of the Premises or transfer to any other person in whole or in part or any other right or interest under this Lease (except to a parent, subsidiary or affiliate of the Tenant), without the prior written consent of the Landlord in each instance, which consent will not

be unreasonably withheld so long as the proposed assignment or sublease complies with the provisions of this Lease.

33. Notwithstanding any assignment or sublease, the Tenant will remain fully liable on this Lease and will not be released from performing any of the terms, covenants and conditions of this Lease.
34. If the Lease is assigned or if the Premises or any part of the Premises are sublet or occupied by anyone other than the Tenant, the Landlord may collect rent directly from the assignee, subtenant or occupant, and apply the net amount collected, or the necessary portion of that amount, to the rent owing under this Lease.
35. The prohibition against assigning or subletting without the consent required by this Lease will be constructed to include a prohibition against any assignment or sublease by operation of law.
36. The consent by the Landlord to any assignment or sublease will not constitute a waiver of the necessity of such consent to any subsequent assignment or sublease.

### **Bulk Sale**

37. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

### **Care and Use of Premises**

38. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
39. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.
40. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
41. The Tenant will not engage in any illegal trade or activity on or about the Premises.
42. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

## **Surrender of Premises**

43. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

## **Hazardous Materials**

44. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

## **Rules and Regulations**

45. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

## **General Provisions**

46. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
47. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
48. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.
49. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
50. Time is of the essence in this Lease.
51. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.

**IN WITNESS WHEREOF** the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 2nd day of November, 2022.

\_\_\_\_\_  
(Witness)

  
\_\_\_\_\_  
Chavolo Alonso Ortiz Rodriguez (Landlord)

Lindo Michoacan LLC (Tenant)

\_\_\_\_\_  
(Witness)

Per: Bernardo Ruiz (SEAL)

\_\_\_\_\_  
(Witness)

Bernardo Ruiz  
\_\_\_\_\_  
Bernardo Ruiz (Guarantor/Surety)

Date of this notice: 10-26-2022

Employer Identification Number:  
92-0836401

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:  
1-800-829-4933

LINDO MICHOACAN LLC  
BERNARDO RUIZ SOLE MBR  
10745 ROAD G  
CORTEZ, CO 81321

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 92-0836401. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 941	01/31/2023
Form 940	01/31/2023

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

**IMPORTANT INFORMATION FOR S CORPORATION ELECTION:**

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents or other payroll service providers, are available to assist you. Visit [www.irs.gov/mefbusproviders](http://www.irs.gov/mefbusproviders) for a list of companies that offer IRS e-file for business products and services.

**IMPORTANT REMINDERS:**

- \* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- \* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- \* Refer to this EIN on your tax-related correspondence and documents.
- \* Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is LIND. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, *Safeguarding Taxpayer Data: A Guide for Your Business*.

You can get any of the forms or publications mentioned in this letter by visiting our website at [www.irs.gov/forms-pubs](http://www.irs.gov/forms-pubs) or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.



(IRS USE ONLY)

575A

10-26-2022 LIND B 999999999 SS-4

Keep this part for your records.

CP 575 A (Rev. 7-2007)

Return this part with any correspondence  
so we may identify your account. Please  
correct any errors in your name or address.

CP 575 A

9999999999

Your Telephone Number Best Time to Call  
( ) -

DATE OF THIS NOTICE: 10-26-2022

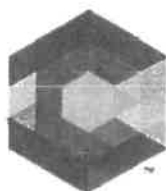
EMPLOYER IDENTIFICATION NUMBER: 92-0836401

FORM: SS-4

NOBOD

INTERNAL REVENUE SERVICE  
CINCINNATI OH 45999-0023  
|||||

LINDO MICHOACAN LLC  
BERNARDO RUIZ SOLE MBR  
10745 ROAD G  
CORTEZ, CO 81321

**For this Record...**

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## Summary

Details			
<b>Name</b>	LINDO MICHOACAN, LLC		
<b>Status</b>	Good Standing	<b>Formation date</b>	10/26/2022
<b>ID number</b>	20228058778	<b>Form</b>	Limited Liability Company
<b>Periodic report month</b>	October	<b>Jurisdiction</b>	Colorado
<b>Principal office street address</b>	104 S 2nd St, Dolores, CO 81323, US		
<b>Principal office mailing address</b>	10745 Road G, Cortez, CO 81321, US		

Registered Agent	
<b>Name</b>	BERNARDO RUIZ
<b>Street address</b>	10745 Road G, Cortez, CO 81321, US
<b>Mailing address</b>	10745 Road G, Cortez, CO 81321, US

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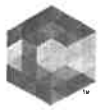
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Colorado  
Secretary of State  
Jena Griswold

**Name** LINDO MICHOACAN, LLC

**SOS ID #** 20228058778

**Date & time** 10/26/2022 03:12 PM

**Transaction** Form a Limited Liability Company (LLC)

**Document #** 20228058778

**Payment type** VISA

**Last 4 digits on card** 0000

**Amount** \$ 0.00

Colorado Secretary of State | 1700 Broadway, Suite 550, Denver CO 80290 | 303-894-2200

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[^ Top](#)

applicable, the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

**Name(s) and address(es) of the individual(s) causing the document to be delivered for filing**

BERNARDO RUIZ  
10745 Road G  
Cortez CO 81321  
US

# **NOTICE**

**PURSUANT TO THE LIQUOR LAWS OF COLORADO**

**LINDO MICHUACAN LLC**

**HAS REQUESTED THE LICENSING OFFICIALS OF  
THE TOWN OF DOLORES TO ISSUE A TAVERN**

**LICENSE AT:**

**LINDO MICHUACAN LLC fka MI TEQUILLAS LLC**

**104 S 2<sup>ND</sup> STREET DOLORES CO.**

**Comments can be made at the Town Board  
meeting DECEMBER 12TH<sup>th</sup>, 2022 @ 6:30 p.m. or**

**Contact Tammy Neely**

**Phone 970-882-7720 x 1002**

**[tammy@towndolores.com](mailto:tammy@towndolores.com)**

(III) For licensees subject to issuance or approval by a local licensing authority, if the local licensing authority allows the licensee to apply for a reissuance of the expired license, the licensee must submit to the local licensing authority:

- (A) An application for a reissued license;
- (B) Payment of a five-hundred-dollar late application fee; and
- (C) Payment of a fine of twenty-five dollars per day for each day the license has been expired beyond ninety days.

(IV) After the local licensing authority accepts the application, late application fee, and fine, the licensee may continue to operate and sell alcohol beverages until the state licensing authority and local licensing authority have each taken final action on the licensee's application for license reissuance.

(V) If the local licensing authority approves the reissuance of the licensee's license, the local licensing authority shall forward the approved application to the state licensing authority for review. In addition to the late application fee and fine imposed by the local licensing authority, the state licensing authority shall impose a five-hundred-dollar late application fee and a fine of twenty-five dollars per day for each day the license has been expired beyond ninety days.

(VI) For licensees who are not subject to issuance or approval by a local licensing authority, if the state licensing authority allows the licensee to apply for a reissuance of the expired license, the licensee must submit to the state licensing authority:

- (A) An application for a reissued license;
- (B) Payment of a five-hundred-dollar late application fee; and
- (C) Payment of a fine of twenty-five dollars per day for each day the license has been expired beyond ninety days.

(VII) After the state licensing authority accepts the application, late application fee, and fine, the licensee may continue to operate and sell alcohol beverages until the state licensing authority takes final action on the licensee's application for license reissuance.

(VIII) If the state licensing authority approves the reissuance, the licensee will maintain the same license period dates as if the license had been renewed prior to the expiration date.

(IX) If either the local or state licensing authority denies the licensee's application for reissuance of the expired license, then the licensee may apply for a new license pursuant to section 44-3-311.

(X) Neither the state nor local licensing authority may grant a licensee's application for license reissuance more than three times in any five-year period.

**44-3-303. Transfer of ownership and temporary permits.** (1) (a) No license granted under the provisions of this article 3 or article 4 of this title 44 shall be transferable except as provided in this subsection (1), but this shall not prevent a change of location as provided in section 44-3-301 (9).

(b) When a license has been issued to a husband and wife, or to general or limited partners, the death of a spouse or partner shall not require the surviving spouse or partner to obtain a new license. All rights and privileges granted under the original license shall continue in full force and effect as to such survivors for the balance of the license period.

(c) (I) Except as provided in subsection (1)(c)(II) of this section, for any other transfer of ownership, application must be made to the state and local licensing authorities on forms prepared and furnished by the state licensing authority. In determining whether to permit a

# BALLANTINE COMMUNICATIONS

Campaign No. 11329  
Today's Date 29 Nov 2022  
P.O. Number  
Sales Rep Tamara Desrosiers

This is a quote for approval, not an invoice. Advanced payments may be accepted.

## bill-to

Town Of Dolores  
P.O. Box 630  
Dolores, CO 81323  
Tel: 970 882-7720  
Account No: 100527

## advertiser

Town Of Dolores  
P.O. Box 630  
Dolores, CO 81323  
Tel: 970 882-7720  
Account No: 100527

## campaign summary

Description Transfer Tavern Liquor License Lindo Michoacan  
Start Date 11/30/2022  
End Date 12/7/2022  
Currency

## cost summary

Base Amount \$98.28  
Adjustments \$-12.48  
Gross Amount \$85.80  
Agency Commission \$0.00  
Net Amount \$85.80  
Estimated Tax \$0.00  
Total \$85.80

## Pre-Payment Details

Pre-Payment Amount Pre-Payment Date Pre-Payment Card No.

No Pre-Payments on this order

## print lines

Line No.	Product	Description	Issue / Run Date	Quantity	Rate	Adjusted Rate	Amount
22979	The Journal	TJ Private Legal	11/30/2022	1	42.90	49.14	42.90
-- ADJUSTMENT --					Frequency Break: 2x Discount	-6.24	

11329

## Public Notice

Notice is hereby given that the Dolores Town Board of Trustees will hold a public hearing for the transfer of a Tavern Liquor License from Mi Tequilas LLC to Lindo Michoacan LLC, located at 104 S 2nd Street Dolore Co. The

Line No.	Product	Description	Issue / Run Date	Quantity	Rate	Adjusted Rate	Amount
		<p>hearing will be held at a regular Board meeting on December 12th, 2022, at 6:30 p.m. 420 Central Ave. Dolores Colorado. All public comments may be heard at that time or emailed to <a href="mailto:tammy@townofdolores.com">tammy@townofdolores.com</a>. To attend the meeting virtually please see the Town website <a href="https://townofdolores.colorado.gov">https://townofdolores.colorado.gov</a>  /s/ Tammy Neely  Dolores Town Clerk</p> <p>Published in The Journal November 30 &amp; December 7, 2022.</p>					
22979	The Journal	TJ Private Legal	12/7/2022	1	42.90	49.14	42.90
-- ADJUSTMENT --			Frequency Break: 2x Discount		-6.24		

11329

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Notice is hereby given that the Dolores Town Board of Trustees will hold a public hearing for the transfer of a Tavern Liquor License from Mi Tequilas LLC to Lindo Michoacan LLC, located at 104 S 2nd Street Dolore Co. The hearing will be held at a regular Board meeting on December 12th, 2022, at 6:30 p.m. 420 Central Ave. Dolores Colorado. All public comments may be heard at that time or emailed to [tammy@townofdolores.com](mailto:tammy@townofdolores.com). To attend the meeting virtually please see the Town website <https://townofdolores.colorado.gov>

.gov  
/s/ Tammy Neely



Line No.	Product	Description	Issue / Run Date	Quantity	Rate	Adjusted Rate	Amount
<p><b>Dolores Town Clerk</b></p> <p>Published in The Journal November 30 &amp; December 7, 2022.</p>							

digital lines							
Line No.	Product	Description	Start	End	Quantity	Rate	Amount
- No Line Items -							

other lines							
Line No.	Product	Description	Start	End	Quantity	Rate	Amount
22980	TJ Adpay/4C Marketplace Online	Class Liner Non-Recruitment	11/30/2022	12/7/2022	8	0.00	0.00

# Montezuma County Sheriff's Office

Steven D. Nowlin – Sheriff

730 East Driscoll  
Cortez, Colorado 81321

Telephone 970-565-8452  
FAX 970-565-3731  
www.montezumasheriff.org

November 26, 2022

To: Dolores Town Board

Subject: Liquor License Ownership Transfer, Lindo Michoacan LLC, (Mi Tequila).

Dear Dolores Town Board,

On November 7, 2022, a Colorado Tavern Retail Transfer of Ownership Application, was submitted to the Town of Dolores by applicant Bernardo Ruiz (DOB/ 05-01-87), identified as the owner under the Colorado Registered Business Name of Lindo Michoacan LLC, requesting the liquor license ownership transferred from previous license issued to Wendy Monzon Castellanos (DOB/ 08-10-93) that indicated ownership of the business identified as Mi Tequila, Limited Liability Corporation, Colorado Liquor License Number 03-13356, at the business location of 104 South 2nd Street, Dolores, Colorado. I did not conduct the initial investigation for a Colorado Retail or Fermented Malt Beverage Liquor License Application or a license transfer for Wendy Monzon or the business identified as Mi Tequila, Limited Liability Corporation, at the business location of 104 South 2nd Street, Dolores, Colorado.

A search of the Colorado Secretary of State database revealed that the business registration for Lindo Michoacan, Limited Liability Corporation was originally formed or registered on 06-15-16, associated with the business name of Taqueria Y Carniceria Mi Lindo Michoacan Incorporated, with many changed registered agents. On 10-26-22, applicant Bernardo Ruiz, DOB/ 05-01-87, of 10745 County Road G, Cortez, Colorado filed with the Colorado Secretary of State, Articles of Organization for Lindo Michoacan LLC with document number 20228058778. It is unclear if the business name at the requested licensed premises will remain the same or change.

A check for criminal history and/or current court actions in the State of Colorado and through the National Crime Information Center on applicant Bernardo Ruiz, DOB/ 05-01-87, revealed that he is a citizen of Mexico, deported on 06-02-08 and granted relief into the United States on 04-30-18. Records indicate that the applicant shows an alias name of Bernardo Ruiz Regalado, and has no record of criminal offenses but several traffic violation cases, and a valid Colorado driver's license issued on 06-04-22.

Since the date of application, reports of liquor sales were received and the applicant and occupants were advised and warned that no liquor was allowed on the premises for sale. Periodic business checks have been conducted to insure compliance.

Respectfully submitted as appointed Dolores Town Marshal,



Steven D. Nowlin, Sheriff  
Montezuma County, Colorado

APPLICATION FOR TEMPORARY LIQUOR LICENSE PERMIT

Name of Applicant(s): If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation:

LINDO MICHOACAN LLC  
BERNARDO RUIZ

Trade Name of Establishment (DBA)

Address of Premises: 104 S. 2ND ST DOLORES COLORADO

Business Phone: 970 · 317 · 5284

Type of License Applied for: TAVERN

Date License Applied for: 11-7-2022

Name of Current Licensee: MI TEQUILAS LLC

State License Number: 03-13356

Expiration Date of Current License: AUGUST 2023

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge. I hereby certify that I am aware of the responsibilities and limitations transferred to me upon issuance of a Temporary Permit to operate the above-referenced licensed establishment.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature and Title

APPROVAL OF LOCAL LICENSING AUTHORITY

The foregoing application and supporting applications and documentation have been examined and deemed to be in compliance with State laws and local regulations and is therefore approved.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature and Title

Issue Date of Temporary Permit:

Expiration Date of Temporary Permit:

\_\_\_\_\_

\_\_\_\_\_

## AFFIDAVIT OF TRANSFER AND STATEMENT OF COMPLIANCE

Pursuant to the requirements of 12-47-303(3)(b), Colorado Revised Statutes, Licensee hereby states that all accounts for alcohol beverages sold to the Applicant are:

- ☒ Paid in full. There are no outstanding accounts with any Colorado Wholesalers.
- ☐ Licensee hereby certifies that the following is a complete list of accounts for alcohol beverages that are unpaid:

\_\_\_\_\_  
\_\_\_\_\_  
*Licensee and Applicant agree that all accounts will be paid for from the proceeds at closing by the:*      ☐ Licensee      ☐ Applicant

- ☐ Licensee unavailable to certify disposition of accounts for alcohol beverages - Inventory list attached. Transfer by operation of law - Regulation 47-304.
- ☐ Applicant will assume full responsibility for payment of the outstanding accounts as listed above.
- ☐ No alcohol beverage inventory transferred or sold.

Licensee hereby authorizes the transfer of its Colorado Retail Liquor License to the Applicant, its agent, or a company, corporation, partnership or other business entity to be formed by the Applicant.

Dated this 15th day of NOVEMBER 20 22.

**Seller:**

Wendy Monzon C. 03-133560  
Licensee & License Number

Mi TEQUILLAS LLC  
Trade name

Wendy Monzon C.  
Signature

OWNER  
Position

Wendy Monzon C  
Print Name

**Buyer:**

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Trade name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Print Name



# Colorado Secretary of State

Colorado Secretary of State  
ID#: 20228058778  
Document #: 20228058778  
Filed on: 10/26/2022 03:14:03 PM  
Paid: \$1.00

## **Articles of Organization for a Limited Liability Company** filed pursuant to § 7-90-301 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

**The domestic entity name of the limited liability company is** LINDO MICHOACAN, LLC

**The principal office street address is** 104 S 2nd St  
Dolores CO 81323  
US

**The principal office mailing address is** 10745 Road G  
Cortez CO 81321  
US

**The name of the registered agent is** BERNARDO RUIZ

**The registered agent's street address is** 10745 Road G  
Cortez CO 81321  
US

**The registered agent's mailing address is** 10745 Road G  
Cortez CO 81321  
US

The person above has agreed to be appointed as the registered agent for this entity.

**The management of the limited liability company is vested in** Members

There is at least one member of the limited liability company.

### **Person(s) forming the limited liability company**

BERNARDO RUIZ  
10745 Road G  
Cortez CO 81321  
US

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., and, if

**RESOLUTION  
R513 Series 2022**

**2023 CONTRACT FOR LAW ENFORCEMENT SERVICES BETWEEN MONTEZUMA  
COUNTY BOARD OF COUNTY COMMISSIONERS, THE MONTEZUMA COUNTY  
SHERIFF'S OFFICE AND THE TOWN OF DOLORES**

THIS CONTRACT, made and entered into December 12th, 2022, effective January 1, 2023 by and between the Montezuma County Board of County Commissioners, the Montezuma County Sheriff's Office, hereinafter referred to as "County", and the Town of Dolores Board of Trustees, hereinafter referred to as "Town."

WHEREAS, the Town wishes to enter into a Contract with the County for the provision of law enforcement services by the County within the Town of Dolores; and,

WHEREAS, the County agrees to provide law enforcement services according to the terms and conditions set forth below; and,

WHEREAS, the Colorado Constitution and Statutes of the State of Colorado authorizes political subdivisions to contract with each other to provide services; and,

WHEREAS, Colorado Revised Statutes §29-1-203 permits governments to enter into cooperative agreements for the provision of services; and Colorado Revised Statutes §30-11-410 permits the governing body of a municipality and a county to contract for the purpose of providing law enforcement by the Sheriff within the boundaries of the municipality.

Therefore the Town of Dolores Board of Trustees and the Montezuma County Board of County Commissioners, Montezuma County Sheriff's Office in consideration of the mutual covenants, promises and conditions set forth below agree as follows:

**COUNTY**

1. Montezuma County, agrees to provide law enforcement services within the Town limits of Dolores.
  - a) County shall provide law enforcement services only of the type coming within the jurisdiction of the Montezuma County Sheriff pursuant to Colorado Statutes and Town of Dolores ordinances.
  - b) The standard level of service provided by the County shall be the same basic level of service which is provided by the County for the unincorporated areas in Montezuma County subject to the good faith discretion of the Montezuma County Sheriff's Office in consideration of emergency or unexpected law enforcement needs elsewhere in Montezuma County. County will provide as part of this Contract an average of eighty (80) hours per week of directly committed patrol service within the Town.

2. The County agrees to provide certain personnel as follows:
- a) One (1) or more administrative staff who shall be responsible for the supervision and operation of the law enforcement services provided.
  - b) Deputy Sheriff's Officers sufficient to provide the law enforcement services under this Contract, to include any additional deputies for part-time summer duty, special events or daily operations.
  - c) The specific law enforcement services provided to Town by the County may include the following:
    - (1) General enforcement of the Traffic Laws contained in the Colorado Model Traffic Code as adopted by the Town; and,
    - (2) Investigation of traffic accidents, pursuant to the Model Traffic Code and Colorado Statutes; and,
    - (3) Maintenance of a law enforcement records system sufficient to enable provision of law enforcement services under the terms of this contract; and
    - (4) Collection and proper storage of all evidence related to law enforcement services provided according to this contract; and,
    - (5) Other services upon request that are within the capabilities and cost limitations of this contract; and,
    - (6) Enforcement of Town ordinances; and,
    - (7) Liquor License fingerprinting and background checks for new and renewal license applications as requested by the Town.
    - (8) Community Policing programs, efforts and initiatives.
  - d) The rendition of services, in the terms of the standard of performance, the discipline of Deputies, and other matters incidental to the performance of such services and control of personnel so employed, shall at all times be and exclusively remain, vested in the Montezuma County Sheriff and not in the Town. Deputies assigned by the Sheriff will be both permanently assigned along with other Deputies on a rotating basis. Deputies assigned to the Town shall be, in terms of overall duties as Sheriff Deputies, also providing service in unincorporated areas of the County surrounding the Town of Dolores and may be required to patrol or respond to calls for service or emergencies within a reasonable distance outside of the Town limits. All emergency calls in and to the Town of Dolores will be given the same priority as emergency calls in other areas of the County. The County agrees that all Deputies utilized to provide law enforcement services shall be certified in accordance with Part 6 of Article 32, Title 34, Colorado Revised Statutes, "Concerning Standards and Training for Certification of Peace Officers (POST CERTIFIED).

3. The County agrees to provide and supply all labor, supervision, and equipment necessary to maintain the level of service to render herein. The County of Montezuma, State of Colorado, through the Montezuma County Sheriff's Office, shall furnish the following supplies under the terms of the Contract for office equipment and supplies, tires, gas and oil, telephone, printing, vehicle repair and maintenance and training for personnel.

4. The County agrees to provide a monthly written report to the Town detailing law enforcement service activities provided under this Contract. Said report should, at a minimum, detail number, and type of criminal complaints, hours of patrol service, hours of investigative service, number and type of traffic tickets issued, accident investigations. This report is due before the regularly scheduled Town Board meetings.

5. The Sheriff or his designated representative will appear before the Dolores Town Board each month, or when requested by the Board.

6. The Sheriff agrees to provide adequate insurance coverage, naming as an additional insured the Town of Dolores against the following type of claims:

a) Claims by any Montezuma County Sheriff's Office Employees for compensation, fringe benefits of any kind whatsoever including without limitation, pension rights or payments, Workers Compensation, Unemployment Insurance, reimbursement of medical expenses, vacation pay, sick leave or sick pay.

(b) Pursuant to the Worker's Compensation Act, §8-40-202(2)(b)(IV), C.R.S., as amended, the County understands that it and its employees and servants are not entitled to Worker's Compensation benefits from the Town of Dolores. The County further understands that it is solely obligated for the payment of Federal and State Income Tax on any moneys earned pursuant to this Law Enforcement IGA.

7. The County shall provide the necessary insurance coverage on all patrol vehicles used in the Town of Dolores for the provision of law enforcement services under this Contract.

#### **TOWN**

8. Town of Dolores, its officers, agents and employees will fully cooperate with County to facilitate the provision of law enforcement services according to this Contract.

9. The Town agrees to pay County for all the costs of booking and jail detention. In the event that the Dolores Municipal Judge incarcerates a defendant or an arrest is made by Deputies for Town Municipal Ordinance violations for jail the Town agrees to pay \$100 per day, per inmate, for jail sentences or holding of Municipal Court defendants awaiting arraignment after arrest.

10. The Town agrees to contribute \$40,000 toward the purchase of one new fully equipped patrol vehicle beginning in 2023 and every third year (next contemplated purchase is in



2025) so long as the contract is in effect. Each patrol vehicle will be equipped with the following standard police items: emergency lights, radio, siren, PA system, shotgun/rifle rack, first aid kit, prisoner cage, radar, jack and spare tire. Vehicles shall be marked as Montezuma County Sheriff's Office vehicles. The new fully equipped police patrol vehicle will be titled in the name of Montezuma County the Montezuma County Sheriff's Office. The patrol vehicle and equipment associated with the patrol vehicle will be purchased through the Montezuma County Sheriff's Office at the then current State and or Federal pricing. At the end of a vehicles use as a patrol vehicle, as determined by the Sheriff, the vehicle will be transferred to the Town of Dolores unless other arrangements are agreed.

11. The Town agrees that all prosecution of Municipal offenses in the Dolores Municipal Court shall be done by the Town of Dolores through either their general counsel or prosecutor.

12. The Town agrees to pay the County for the law enforcement services provided under the Contract the sum of \$220,000.00. It shall be the responsibility of the County of Montezuma to disburse the appropriate compensating funds into the budget of the Montezuma County Sheriff. The Town of Dolores hereby agrees to pay the Contract amount in 12 monthly installments of \$18,333.33. Any unexpended funds at the end of the year may be applied to the following year contract.

13. The Town agrees to exempt any horses or other animals utilized to provide law enforcement services from any current or future Municipal Ordinances of the Town that regulates, prohibits the use of, keeping or maintenance of horses or other animals within Town limits.

14. The Town of Dolores agrees to provide, furnish and maintain an adequate space for the Montezuma County Sheriff to conduct the activities associated with the provision of law enforcement services under this contract to include electricity, water, sewer, telephone and internet service. The County will pay its phone and internet service bill.

15. The Town of Dolores shall not be liable for the direct payment of any salaries, wages or other compensation any personnel performing services herein for said County and all persons employed in the performance of Sheriff services and functions as herein set forth, notwithstanding their commission as Town Law Enforcement Officers, shall be deemed to be Sheriff employees and no person employed for the herein described purposes shall have the benefit of any Town employee benefit, pension, civil service, Workers Compensation and Unemployment Compensation or other status or right.

16. For purposes of this Contract and in conformance with State Law, the Montezuma County Sheriff is hereby commissioned as the Dolores Town Marshall and all County Deputies provided law enforcement services in the Town of Dolores are hereby commissioned as Town Deputies.

The Contract shall be effective from January 1, 2023 to December 31, 2023.

1. Contract Deadlines

Therefore, the Montezuma County Sheriff Office shall provide a proposed budget to the Town on or before the 1st day of October of each year as long as this Contract is in full force and effect.

Contract Approval

2. If the Town and the County fail to approve this Contract on or before the 15th day of December in the year in which it is submitted, this Contract shall terminate on December 31 of that same year.

3. Contract Renewal

This Contract may be renewed for successive twelve (12) month periods upon the written agreement of all parties to the terms and conditions of the renewed Contract, including any revision of rates and charges. Otherwise, this Contract will automatically terminate by its own terms.

4. Contract Termination

The Town shall have the right to terminate this Contract at any time provided the Town provides County with ninety (90) days written notice of its intention to terminate. The County shall have the right to cancel this Contract at any time provided the County provides the Town with ninety (90) days written notice of County's intent to terminate.

6. Contact

The Montezuma County Sheriff shall be the Contract person for the County. The Town Manager shall be the contact person for the Town.

**TOWN OF DOLORES**

By \_\_\_\_\_  
Mayor Town of Dolores Leigh Reeves

Date \_\_\_\_\_

Attest:

\_\_\_\_\_  
Town Clerk Tammy Neely

**MONTEZUMA COUNTY SHERIFF'S OFFICE**

By \_\_\_\_\_  
Steven D. Nowlin, Sheriff  
Montezuma County, Colorado

Date \_\_\_\_\_

**BOARD OF MONTEZUMA COUNTY COMMISSIONERS**

By \_\_\_\_\_  
Chairman  
Montezuma Board of County Commissioners

Date \_\_\_\_\_

Attest:

\_\_\_\_\_  
Kim Percell, Clerk  
Clerk of the Board of Montezuma County Commissioners

**Montezuma County Sheriff / Dolores Contract**  
**2023 Proposed Budget**

			2022 BUDGET	2022 BUDGET UNEXPENDED	2023 BUDGET
001	1650	1120	PERMANENT SALARIES		\$112,000.00
001	1650	1152	OVERTIME	\$4,000.00	\$4,000.00
001	1650	1160	FRINGE BENEFITS	\$37,500.00	\$40,000.00
001	1650	1155	SCENE SECURITY	\$0.00	\$3,000.00
001	1650	1310	PROFESSIONAL SERVICES	\$4,000.00	\$3,000.00
001	1650	1220	OPERATING EXPENSES	\$9,000.00	\$17,500.00
001	1650	1387	VEHICLE EXPENSES	\$5,500.00	\$10,000.00
001	1650	1610	DISPATCH	\$30,000.00	\$30,000.00
001	1650	1221	MOUNTED PATROL	\$500.00	\$500.00
			TOTAL DOLORES	\$200,000.00	\$220,000.00
001	1650	1675	CONTRACT UNEXPENDED - 2022		
				\$200,000.00	
					Monthly payment 2023

**Town of Dolores  
Resolution No. R508  
Series 2022**

**A RESOLUTION ADOPTING A MASTER PLAN FOR JOE ROWELL PARK**

WHEREAS, the use and enjoyment of Joe Rowell Park is a matter of critical importance to the citizens of the Town of Dolores (the "Town");

WHEREAS, the Board of Trustees has established the Parks Advisory Committee to advise the Board on the Town's parks;

WHEREAS the town engaged the services of Logan Simpson to create a revised master plan for Joe Rowell Park;

WHEREAS Logan Simpson working with the Parks Advisory Committee with public input has created the Joe Rowell Park Master Plan attached hereto;

WHEREAS the Parks Advisory Committee recommends adoption of the plan; and,

WHEREAS the Board of Trustees finds that Joe Rowell Park Master Plan promotes the health, safety and welfare of the citizens of the Town of Dolores and reflects the vision of the public for the future of Joe Rowell Park.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES, THAT:

Section 1. The Town Board of Trustees hereby adopts the Joe Rowell Park Master Plan attached hereto which is intended to guide and inform future decisions concerning the use, maintenance and improvement of Joe Rowell Park.

Passed, adopted and approved November 14, 2022.

THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES:

By: \_\_\_\_\_, Mayor Leigh Reeves

Attest: \_\_\_\_\_, Town Clerk Tammy Neely





# Joe Rowell Park Master Plan Summary

## Introduction

Logan Simpson, a multi-discipline planning and design firm, worked with the Dolores community to develop a master plan to improve Joe Rowell Park, an existing 35-acre community park along the Dolores River that hosts baseball, softball, and soccer games and tournaments, festivals, and other special events. The park also contains a large, recently-constructed playground, orchard, community gardens, and an unpaved trail along the Dolores River that is used for walking, running, bicycling, and access to the river. Joe Rowell Park was developed in the 1980s on the site of a decommissioned water treatment facility and as part of the Dolores Water Project that constructed McPhee Reservoir. It is the largest park in Dolores and well-loved by all in the community. A need for a master plan emerged when people began requesting various facilities to be added to the park, and the fact that some facilities are aging and need updating or replacement, and facilities are deficient regarding compliance with the Americans with Disabilities Act (ADA).

## Planning Process

The planning process occurred between April and October 2022, informing people of the project and obtaining their input through booths at Riverfest and Summerfest in the park, worksessions with the Park Committee and Town Board, postings to the Town's website, and two online questionnaires that received 373 and 65 responses, respectively. While the response to the second survey was not robust the results and written comments supported the themes received through all the other forms of input through the process.

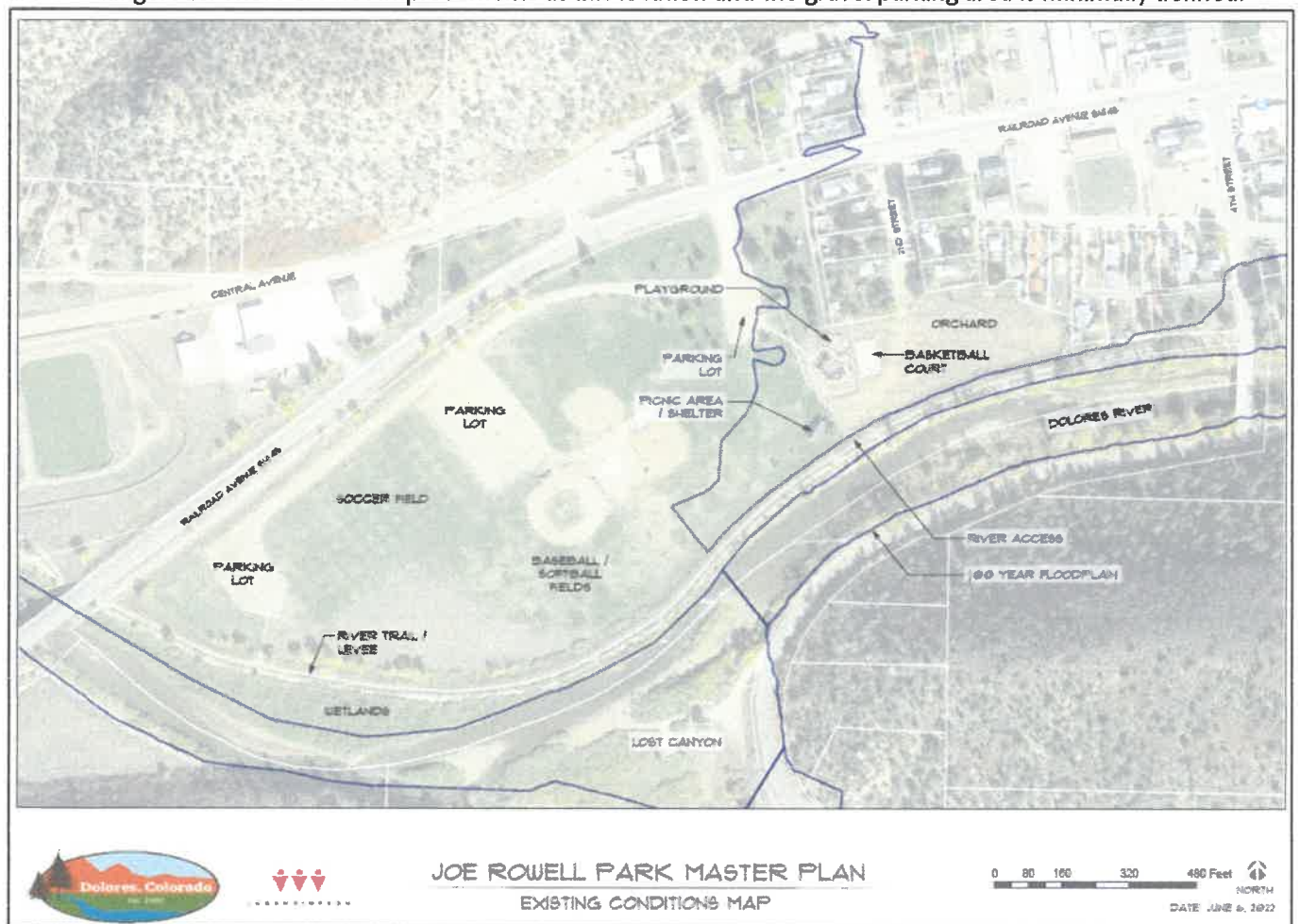


*Booth at Riverfest in Joe Rowell Park that asked the public what they thought should be changed, added, or deleted from the park.*

## Existing Conditions

The graphic below shows the park extents, which is bordered by Railroad Avenue and residential development to the north, and the Dolores River to the south and west. Existing features include gravel parking lots, three fenced ballfields that are in poor condition, a pad between the fields where a concessions stand and restroom previously existed, a multi-purpose field that is used primarily for soccer, a sheltered picnic structure that is used periodically for small bands and that needs renovating, a new large playground, one basketball court that needs surfacing, and a recently planted fruit tree orchard. During the course of this planning process a community garden was constructed south of the playground. Two paved trails connect from the west and north parking areas to a natural surface trail along the river, and to the playground. Many of the facilities and pathways do not meet the requirements of the Americans with Disabilities Act (ADA). Much of the park is in a designated 100-year floodplain, like most of the rest of the Town of Dolores, but the flood depths are shallow and do not pose significant hazards to people who use the park. The Town has received a grant to improve access to the river through the addition of boulders, but these access points will not provide for people with mobility challenges.

Across the river from the park is a small parcel of land owned by the US Forest Service, which is formally named Rotary Park (shown below as Lost Canyon because the canyon meets the Dolores River at this location). This feature is known by locals as “the beach” because it is a gravelly shoreline where people can get into the river when the flows are not dangerous. There are not improvements at this location and the gravel parking area is minimally defined.





## Alternatives

Two alternative concepts were prepared that were based on the elements that people deemed most important during the initial round of input. A third idea to locate the Dolores High School football field on this site was studied and dismissed because it would take up approximately ½ of the site and displace many other recreational uses. The two concepts are similar in terms of improvements that were identified as highly valuable and needed. These include:

- Providing additional river access points and enhancing the river trail with overlooks and benches.
- Meeting the requirements of the Americans with Disabilities Act by improving the surfaces and grades of existing walks and providing accessible parking spaces.
- Defining the existing parking lots to maximize the number of cars they can accommodate and installing walks at their edges to provide stable pathways, and directing storm drainage away from the walks.
- Improving the ballfield area with basic features for functionality and comfort (e.g. bleachers, dugouts, quality of the infields).
- Installing two pieces of outdoor fitness equipment in 2022 that are funded by a grant and potentially additional pieces in subsequent years.
- Upgrading the existing restrooms.
- Providing trails/walks that loop around the park.
- Improving the experience of walk connections between park elements with shade and benches.
- Planting more shade trees throughout the park.
- Improving the drainage on the existing large multi-purpose/soccer field by adding fill material to allow for the surface to drain and mitigating the high ground water.
- Creating a larger area for community uses and unstructured play (grass for temporary volleyball nets, flying kites, family games, lawn bowling, etc.) This requires removing existing outfield fencing on the southeast ballfield and using temporary fencing for games and tournaments, which is a change that is supported by the Dolores Youth Baseball League.

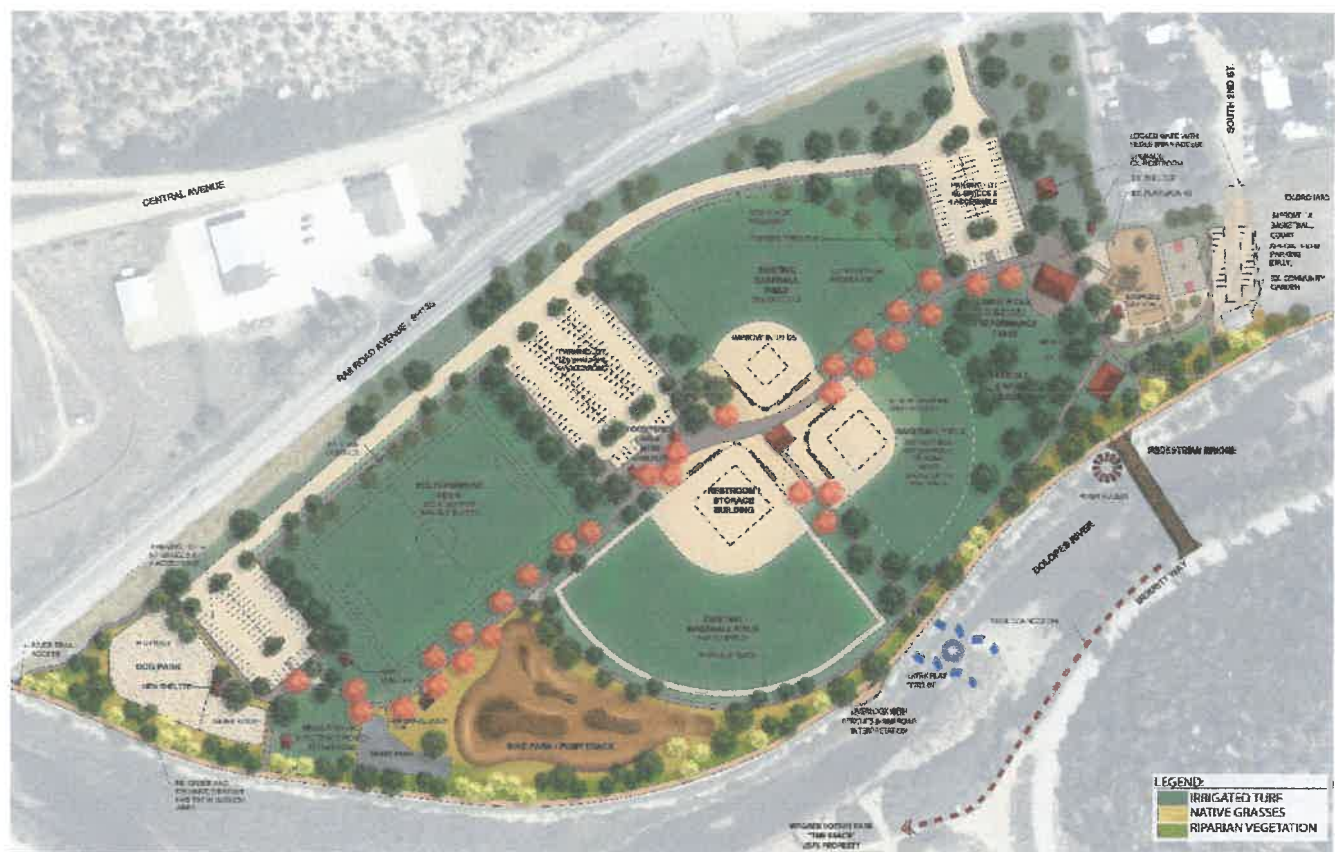
Concept 1 shows the backstop for the east ballfield shifted southwest without permanent outfield fencing to create more space for daily community use and during festivals. Temporary fencing would be installed on this field only during baseball and softball leagues and for tournaments. A spine walk connects through the ballfield complex to a new multi-purpose performance stage/group picnic pavilion. Outdoor exercise equipment is located near the playground and trees will provide additional shade. The parking area at the far east of the park would be defined and located just north of the new community garden. Concept 1 also shows converting the existing grass area at the west end of the park into a fenced dog park and using the natural area between the ballfield and the river levee for a bike skills course and pump track. Paths connect facilities provide and provide opportunities for people to simply walk around the park and enjoy being outdoors.



Concept 2 is similar to Concept 1 but it leaves the east ballfield in its current location, which reduces costs but does not provide as much space for daily use by the community. It shows keeping the existing picnic pavilion near the playground and adding a larger, multi-purpose pavilion near the parking lot. The existing picnic and irrigated open space at the west end of the park would remain that the area between the multi-purpose field and ballfield used for a skate/wheeled device park. Both plans show the idea of connecting over the Dolores River to "the beach" with a pedestrian bridge, which would require further study to determine the best location and which would be a very expensive project.

## Master Plan

The Master Plan completed in September 2022 recommends modifications based on the primary goals expressed during the planning process and identifies where elements should be located as they are implemented in many phases over many years. The goals include creating more space for community use, rather than just sports, providing a multi-purpose group picnic rental shelter/performance stage to create a better special events experience as well as increase rental revenue, improving substandard ballfields and multi-purpose fields, adding river access points and a pedestrian bridge across the Dolores River to a beach area on the other side, increasing the amount of shade and picnic areas, and providing more recreational opportunities for youth who do not participate in team sports, such as a mountain bike skills course, skate park, and dog park. Improvements to the ecological function of the Dolores River adjacent to the park are also recommended and possibly adding a kayak play feature. The Master Plan below shows the vision for long-range improvements to Joe Rowell Park.



### MASTER PLAN DRAFT JOE ROWELL PARK

NORTH  
SCALE: 1" = 50'-0"  
DATE: 09.31.2022



The key components of the Master Plan are as follows:

- Meet the requirements of the Americans with Disabilities Act by improving the surfaces and grades of existing walks and providing accessible parking spaces.
- Defining the parking lots to maximize efficiencies and address storm drainage that crosses walking areas.
- Provide trails/walks that loop completely around the park, and benches for resting.
- Install shade shelters, picnic tables, and plant more trees.
- Create a flexible grass area for community uses, festivals, and unstructured play (pop-up tents, volleyball nets, flying kites, family games, lawn bowling, etc.) This requires removing the existing outfield fencing on the southeast ballfield and using temporary fencing for games and tournaments.
- Construct a new large picnic shelter that also functions well as a performance stage during festivals and special events. Locate the structure close to parking for convenience and to accommodate large service and delivery vehicles.
- Expand the size of the existing parking lot near the main entrance to accommodate the increased demand for the large shelter and playground, and to function as the staging area for special events.
- Provide additional river access points, enhance the river trail with overlooks, benches, and interpretive signs, and install a simple instream kayak play feature in the Dolores River.
- Improve the existing basketball court and provide seating.
- Construct a mountain bike skills-development area for youth, and a natural surface pump track.
- Construct a paved skate park for wheeled devices and small bikes.
- Provide fenced areas for small and large dogs to be off-leash and dog owners to socialize. Separate this area from loud activity associated with the skate park and pump track.
- Install pieces of outdoor fitness equipment as funded through grants.
- Improve the ballfields with basic features for functionality and comfort (e.g. bleachers, dugouts, quality of the infields).
- Construct a new restroom and storage building at the ballfield complex to serve the western portion of the site. Consider including small concessions operated by sport clubs.
- Provide electricity and shade near the sports fields for a food truck area, which could be used during games, tournaments, and special events.
- Upgrade the existing restrooms.
- Improve the drainage on the existing large multi-purpose/soccer field by importing fill material.
- Improve accessibility and maximize the efficiency of existing parking lots by defining the edges of lots and installing landscape islands at the ends of parking rows.
- Create a new small grass picnic area at the west end of the park, which will function as a trailhead for the River Trail.
- Install a pedestrian bridge across the Dolores River.
- Reconfigure and limit use of the eastern parking lot by the orchard to special events only to minimize impacts to residents on South 2<sup>nd</sup> Street.
- Improve the slough's (drainage swale along the levee) riparian habitat.

Two sketches show the character and relationships of key recommendations.



*View of the flexible grass area and large picnic shelter /performance stage. Trees that are shown in this sketch and on the Master Plan are not in the area that would be temporarily fenced for leagues or tournaments on the east ballfield.*



*Bird's eye view over the improved slough area (on the right side of the trail along the river) and toward the bicycle pump track and skills course, skate/wheeled devices park, dog park and multi-purpose field. The Dolores River is not shown as it exists, though the low flow channel is fairly uniform in this reach. When McPhee Reservoir, downstream of this site, is at capacity, the water backs up into the slough and the river channel is full from bank to bank.*

### Implementation

The Town of Dolores has very limited funding so implementing these projects will take many years and require small allocations from the General Fund, partnerships with other public agencies, grants, donations, volunteer efforts, and possibly public/private partnerships. There is currently momentum to find funding sources for designing and constructing the bicycle skills course and pump track.

## **Town board December 12, 2022**

### **Building Official/Building Inspector report**

#### **Current projects:**

1. 507 Central – Rough in plumbing inspections completed
2. 109 S 6<sup>th</sup> – Roof decked and the sheet metal is installed
3. 18380 Space 6 – Awaiting a final
4. 315 Central – Framing and sheetrock finished

#### **New permits: No New permits for October**

#### **Consultations - Phone and in person**

33 Phone and in-person

#### **Construction Inspections**

6 construction inspections of permits issued

#### **Future projects on the horizon:**

1. New residential rentals on South 3<sup>rd</sup> Street

#### **Business Inspections**

Seven (7)

#### **STR Inspections**

One re-inspect

#### **Internet Technology**

1. No report

## **SPECIAL PROJECTS**

1. No reports

## **STR's**

No additional report on STR's

## **Compliance issues**

### **Streetlights**

I am still working on this issue – Was out of the office for a period of 12 days due to Thanksgiving and COVID

## MAINTENANCE DAILY REPORT NOVEMBER 2022

- 1 Plants. Pulled the monthly wastewater plant samples, the monthly bacti samples and the weekly chlorine samples. Completed the turbidity report. Installed bear saver trash cans in the parks and trails.
- 2 Plants. Finished installing trash cans. Finish raking #4 sand filter at the wastewater plant. Pressure washed and lubed the backhoe and loader.
- 3 Plants. Picked up trash and cleaned the bathrooms. Serviced the chlorine feed system at the well. Cleaned the tractor.
- 4-7 Plants. Randy collected trash at JRP, checked the restrooms and got a call out for the water dock.
- 8 Plants. Repaired the heater at the water plant. Killed gophers.
- 9 Plants. Pulled the weekly chlorine samples. Pulled the annual THM and HAA samples. Pulled the xylene samples. Updated the water plant logs. Cleaned the shop.
- 10 Plants. Picked up trash and cleaned the bathrooms. Prepped the 120 J motor grader for winter. Completed the backflow records. Hung the American flags on Railroad for the Veterans Day holiday.
- 11-13 Plants. Wyatt
- 14 Plants. Picked up trash and disinfected the bathrooms. Put the tailgate on the white dump truck. Worked on JRP entrance parking lot and the center lot. Worked on the wipers of the Ford Dump truck. Unloaded the adult exercise equipment. Trimmed weeds at JRP. Took down the flags from Railroad Ave.
- 15 Plants. Cleaned the ditch at 2<sup>nd</sup> and Railroad. Hauled the spoil pile at water plant to the green waste facility. Fixed a tire on the white dump truck. Trimmed weeds at JRP. Filled the chlorine at the wastewater plant.
- 16 Plants. Pulled the weekly chlorine samples. Fixed a water valve can on 7<sup>th</sup> and Hillside Ave. picked up limbs at 4<sup>th</sup> and Railroad. Changed buffers at the tank. Finished weeds at JRP and started at the water plant.
- 17 Plants. Trimmed weeds at Riverside Park and the water plant. Attended a meeting about the lake ponds and head gate. Fixed potholes.
- 18 Plants. Filled the chlorine at the well. Trimmed weeds at the water plant. Fixed potholes.
- 19-20 Plants. RJ



- 21 Plants. Restocked the gravel at the water plant storage pile. Serviced the meters at the water tank. Placed the roadblock at the reservoir. Finished the water plant reports.
- 22 Plants. Picked up trash and disinfected the bathrooms. Cleaned up shipping pallets at the water plant. Filled potholes. Turned water off at 620 Railroad for repair. Hung water shut off notices.
- 23 Plants. Pulled the weekly chlorine samples. Read water meters. Updated records at the water plant. Set up Christmas decorations for the Chamber. Opened the green waste facility for locals.
- 24-27 Plants. Randy
- 28 Plants. Put up Christmas lights at town hall. Worked on wastewater plant influent chart recorder. Worked on generator site at the water plant.
- 29 Plants. Serviced and installed the sander box on the parks dump truck. Sanded Merritt Way and 4<sup>th</sup> street bridge. Installed the snowplow mount on the new ranger and then installed the plow.
- 30 Plants. Restocked sand for sander. Hauled iron to Belts salvage. Inspect underlayment on the garage at 109 S 9<sup>th</sup>.

## Billing Period Report

For 1 11/1/2022 - 11/30/2022

Include Write Off Accounts: True

Account Active Hold	Location Hold End	Transaction Type	Amount*	Transaction Date	EID	Last Reading	New Reading	Usage
<b>Billing Period Totals</b>								
		<b>Balance Forward</b>	<b>28,942.32</b>	<b>570</b>				
		<b>Payments &amp; Credits</b>						
		Balance Transfer	-63.40	1				
		Payment Cash	-3,193.17	34				
		Payment Check	-36,254.51	423				
		<b>Payments &amp; Credits</b>	<b>-39,511.08</b>	<b>458</b>				
		<b>SEWER</b>						
		SEWER	15,803.64	487				
		SEWER Balance Transfer	31.16	1				
		<b>SEWER</b>	<b>15,834.80</b>	<b>488</b>				
		<b>WATER</b>						
		LATE CHARGE	359.32	59				
		RECONNECT FEE	100.00	2				
		WATER	18,442.85	555				
		WATER Balance Transfer	32.24	1				
		<b>WATER</b>	<b>18,934.41</b>	<b>617</b>				
		Ending Balance	\$24,200.45	2,133				

## Rate Code Totals

Rate Code	Amount	Usage	Count
<b>SEWER</b>			
CS1 COMM IN TOWN	\$2,017.33	263,700	61
S01 RESIDENT IN TOWN	\$10,438.60	823,700	335
S02 RESIDENT OUT OF TOWN	\$674.31	58,300	13
S03 RESIDENT IN TOWN 1K	\$249.28	36,000	8
S1K COMMSEWER1KMETER	\$1,489.32	510,000	30
S90 SENIOR LI DISCOUNT	\$934.80	95,300	40
<b>WATER</b>			
C05 COMM.TAP IN TOWN	\$61.68	0	2
CW1 COMM IN TOWN	\$2,146.43	215,500	63
CW3 CM1K IN TOWN	\$1,065.47	229,000	25
MF1 100 GAL MULTI FAMILY INTOWN	\$638.38	69,500	20
MF2 1K MULTI FAMILY INTOWN	\$805.58	303,000	11
MF3 1K OUT OF TOWN MULTI FAMILY	\$130.16	22,000	2
MF4 100 GAL MULTI FAMILY OUT OF TOV	\$443.50	12,500	10
R01 RESIDENT IN TOWN	\$10,183.64	806,600	321
R02 RES. TOWN TAP	\$246.72	0	8
R03 RESIDENT OUT TOWN	\$1,633.18	103,000	35
RECONNECT FEE	\$100.00		2
RK1 RESIDENT 1K METER	\$129.82	14,400	4
TW1 TOWN WATER	\$0.00	38,200	11
TW2 TOWN WATER 1 K	\$0.00	1,000	2
W90 SENIOR LI DISCOUNT	\$958.29	95,200	40
WD WATER DOCK 1K	\$0.00	136,000	1

## Usage Totals

## Billing Period Report

For 11/1/2022 - 11/30/2022

Include Write Off Accounts: True

Account Active Hold	Location Hold End	Transaction Type	Amount*	Transaction Date	EID	Last Reading	New Reading	Usage
<b>SEWER</b>								
			7,600					
		Commercial	712,800					
		MultiFamily	400					
		Other	1,000					
		PublicGovt	1,000					
		Residential	1,064,200					
			1,787,000					
<b>WATER</b>								
			7,600					
		Commercial	730,400					
		MultiFamily	900					
		Other	1,000					
		PublicGovt	176,200					
		Residential	1,129,800					
			2,045,900					
Total Usage			3,832,900					

## Negative Usage

No customers were billed for negative usage in this period.

## Other Receipts

Description	Amount
BUILDING PERMIT	\$320.00
BUSINESS LICENSE	\$325.00
CHARTER FRANCHISE	\$1,583.69
COMNET FRANCHISE	\$754.26
COURT FINES	\$2,885.00
DEVELOPMENT FEE	\$40.00
EMPIRE FRANCHISE	\$3,653.09
MISC-GENERAL	\$14.04
MISC-STREETS	\$248.99
MISC-WATER	\$1,749.66
PARKS AND REC REVENUE	\$120.00
PROP TAX-OWNERSHIP	\$923.03
PROPERTY TAX	\$797.83
R&B TAX	\$515.34
WATER DOCK	\$1,705.50
	\$15,635.43
<b>Payment Type</b>	<b>Amount</b>
Cash	\$-2,335.50
Check	\$-13,299.93
	\$-15,635.43

\* Indicates non-finalized charge



## CLERKS REPORT

DECEMBER 12<sup>TH</sup> 2022

1. Liquor Licensing: Included in this report is laws/regulation from the State of Colorado concerning Transfers of liquor licenses, and special events. These are law/regulations to be considered when approving a license or permit. Each meeting I intend to add at least 2 laws/regulations in order to keep the Board informed of new laws and regulations. These will Colorado revised Statute. Municode may be reviewed.
2. Municode entrance and review: I invite you to visit our municode, it is easily found, and you should be able to access any information. Please go to: <https://www.civicplus.com/municode> or [CivicPlus.com](https://www.civicplus.com) Click on code library at the right top corner, click on the state of Colorado. This will bring you to all municipalities in Colorado, this can be a plus as you can research other Towns and Cities code regulations or laws. If you click on Dolores, it will take you to the contents. The search function works great if you know what you are looking for. The browse code of ordinances is updated annually,
3. If there is any kind of record or information you wish to know about, please do not hesitate to call or email me. I will do my best to get it to you.

Merry Christmas! Will see you next year!

Tammy Neely  
Dolores Town Clerk

# Colorado Legal Resources

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5.04.040

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Document:

C.R.S. 44-5-107

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## C.R.S. 44-5-107

### Copy Citation

Statutes current through all legislation from the 2022 Regular Session.

**Colorado Revised Statutes Annotated**    **Title 44. Revenue - Regulation of Activities**  
**(§§ 44-1-101 — 44-40-123).**    **Alcohol and Tobacco Regulation (Arts. 3 —**  
**7).**    **Article 5. Special Event Liquor Permits (§§ 44-5-101 — 44-5-109).**

### 44-5-107. Applications for special permit.

(1) Applications for a special event permit shall be made with the appropriate local licensing authority on forms provided by the state licensing authority and shall be verified by oath or affirmation of an officer of the organization or of the political candidate making application.

(2) In addition to the fees provided in section 44-5-104, an applicant shall include payment of a fee established by the local licensing authority, not to exceed one hundred dollars, for both investigation and issuance of a permit. Upon approval of any application, the local licensing authority shall notify the state licensing authority of the approval, except as provided by subsection (5) of this section. The state licensing authority shall promptly act and either approve or disapprove the application. In reviewing an application, the local licensing authority shall apply the same standards for approval and denial applicable to the state licensing authority under this article 5.

(3) The local licensing authority shall cause a hearing to be held if, after investigation and upon review of the contents of any protest filed by affected persons, sufficient grounds appear to exist for denial of a permit. Any protest shall be filed by affected persons within ten days after the date of notice pursuant to section 44-5-106 (2). Any hearing required by this subsection (3) or any hearing held at the discretion of the local licensing authority shall be held at least ten days after the initial posting of the notice, and notice thereof shall be provided to the applicant and any person who has filed a protest.

(4) The local licensing authority may assign all or any portion of its functions under this article 5 to an administrative officer.

**(5)**

**(a)** A local licensing authority may elect not to notify the state licensing authority to obtain the state licensing authority's approval or disapproval of an application for a special event permit. The local licensing authority is required only to report to the liquor enforcement division, within ten days after it issues a permit, the name of the organization to which a permit was issued, the address of the permitted location, and the permitted dates of alcohol beverage service.

**(b)** A local licensing authority electing not to notify the state licensing authority shall promptly act upon each application and either approve or disapprove each application for a special event permit.

**(c)** The state licensing authority shall establish and maintain a website containing the statewide permitting activity of organizations that receive permits under this article 5. In order to ensure compliance with section 44-5-105 (3), which restricts the number of permits issued to an organization in a calendar year, the local licensing authority shall access information made available on the website of the state licensing authority to determine the statewide permitting activity of the organization applying for the permit. The local licensing authority shall consider compliance with section 44-5-105 (3) before approving any application.

## History

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**Source: L. 2018:**Entire article added with relocations,(HB 18-1025), ch. 152, p. 1076, § 2, effective October 1.

### ▼ Annotations

## Research References & Practice Aids

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### Hierarchy Notes:

C.R.S. Title 44

C.R.S. Title 44, Art. 5

## State Notes

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## Notes

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### Editor's note:

(III) For licensees subject to issuance or approval by a local licensing authority, if the local licensing authority allows the licensee to apply for a reissuance of the expired license, the licensee must submit to the local licensing authority:

- (A) An application for a reissued license;
- (B) Payment of a five-hundred-dollar late application fee; and
- (C) Payment of a fine of twenty-five dollars per day for each day the license has been expired beyond ninety days.

(IV) After the local licensing authority accepts the application, late application fee, and fine, the licensee may continue to operate and sell alcohol beverages until the state licensing authority and local licensing authority have each taken final action on the licensee's application for license reissuance.

(V) If the local licensing authority approves the reissuance of the licensee's license, the local licensing authority shall forward the approved application to the state licensing authority for review. In addition to the late application fee and fine imposed by the local licensing authority, the state licensing authority shall impose a five-hundred-dollar late application fee and a fine of twenty-five dollars per day for each day the license has been expired beyond ninety days.

(VI) For licensees who are not subject to issuance or approval by a local licensing authority, if the state licensing authority allows the licensee to apply for a reissuance of the expired license, the licensee must submit to the state licensing authority:

- (A) An application for a reissued license;
- (B) Payment of a five-hundred-dollar late application fee; and
- (C) Payment of a fine of twenty-five dollars per day for each day the license has been expired beyond ninety days.

(VII) After the state licensing authority accepts the application, late application fee, and fine, the licensee may continue to operate and sell alcohol beverages until the state licensing authority takes final action on the licensee's application for license reissuance.

(VIII) If the state licensing authority approves the reissuance, the licensee will maintain the same license period dates as if the license had been renewed prior to the expiration date.

(IX) If either the local or state licensing authority denies the licensee's application for reissuance of the expired license, then the licensee may apply for a new license pursuant to section 44-3-311.

(X) Neither the state nor local licensing authority may grant a licensee's application for license reissuance more than three times in any five-year period.

**44-3-303. Transfer of ownership and temporary permits.** (1) (a) No license granted under the provisions of this article 3 or article 4 of this title 44 shall be transferable except as provided in this subsection (1), but this shall not prevent a change of location as provided in section 44-3-301 (9).

(b) When a license has been issued to a husband and wife, or to general or limited partners, the death of a spouse or partner shall not require the surviving spouse or partner to obtain a new license. All rights and privileges granted under the original license shall continue in full force and effect as to such survivors for the balance of the license period.

(c) (I) Except as provided in subsection (1)(c)(II) of this section, for any other transfer of ownership, application must be made to the state and local licensing authorities on forms prepared and furnished by the state licensing authority. In determining whether to permit a

transfer of ownership, the licensing authorities shall consider only the requirements of section 44-3-307 and 1 CCR 203-2, rule 47-302, entitled "Changing, Altering, or Modifying Licensed Premises", or any analogous successor rule. The local licensing authority may conduct a hearing on the application for transfer of ownership after providing notice in accordance with subsection (1)(c)(III) of this section. Any transfer of ownership hearing by the state licensing authority must be held in accordance with section 44-3-305 (2).

(II) A license merger and conversion as provided for in section 44-3-410 (1)(b) includes a transfer of ownership of at least two retail liquor stores, a change of location of one of the retail liquor stores, and a merger and conversion of the retail liquor store licenses into a single liquor-licensed drugstore license, all as part of a single transaction, and the liquor-licensed drugstore applicant need not apply separately for a transfer of ownership under this section. The liquor-licensed drugstore applying for a license merger and conversion pursuant to section 44-3-410 (1)(b) is ineligible for a temporary permit pursuant to this section. The local licensing authority shall consider the reasonable requirements of the neighborhood pursuant to section 44-3-312 when making a determination on the merger and conversion of the retail liquor store licenses into a single liquor-licensed drugstore license. The local licensing authority may hold a hearing on the application for the license merger and conversion after providing notice in accordance with subsection (1)(c)(III) of this section.

(III) Prior to holding a hearing as provided in this subsection (1)(c), the local licensing authority shall notify the applicant of the hearing at least ten days before the hearing and shall post, or may direct the license applicant to post, a notice of the hearing in a conspicuous location on the licensed premises for at least ten consecutive days before the hearing.

(d) The state or a local licensing authority shall not approve a transfer of ownership under this subsection (1) until the applicant files with the local licensing authority confirmation from each wholesaler licensed under this article 3 that has sold alcohol beverages to the transferor that the wholesaler has been paid in full for all alcohol beverages delivered to the transferor.

(2) Notwithstanding any provision of this article 3 to the contrary, a local licensing authority may issue a temporary permit to a transferee of any retail class of alcohol beverage license issued by the local licensing authority pursuant to this article 3 or article 4 of this title 44; except that a local licensing authority shall not issue a temporary permit to a liquor-licensed drugstore that has acquired ownership of licensed retail liquor stores in accordance with section 44-3-410 (1)(b). A temporary permit authorizes a transferee to continue selling alcohol beverages as permitted under the permanent license during the period in which an application to transfer the ownership of the license is pending.

(3) A temporary permit shall authorize a transferee to conduct business and sell alcohol beverages at retail in accordance with the license of the transferor subject to compliance with all of the following conditions:

(a) The premises where alcohol beverages are sold shall have been previously licensed by the state and local licensing authorities, and the license shall have been valid at the time the application for transfer of ownership was filed with the local licensing authority that has jurisdiction to approve an application for a temporary permit.

(b) The applicant has filed with the local licensing authority on forms provided by the department an application for the transfer of the liquor license. The application shall include, but not be limited to, the following information:



(I) The name and address of the applicant; if the applicant is a partnership, the names and addresses of all the partners; and, if the applicant is a corporation, association, or other organization, the names and addresses of the president, vice-president, secretary, and managing officer;

(II) The applicant's financial interest in the proposed transfer;

(III) The premises for which the temporary permit is sought;

(IV) Such other information as the local licensing authority may require; and

(V) A statement that all accounts for alcohol beverages sold to the applicant are paid.

(c) The application for a temporary permit shall be filed no later than thirty days after the filing of the application for transfer of ownership and shall be accompanied by a temporary permit fee not to exceed one hundred dollars.

(d) When applying with the local licensing authority for a temporary permit, the applicant shall provide a copy, by facsimile or otherwise, of the statement made pursuant to subsection (3)(b)(V) of this section to the state licensing authority. The statement is a public record and shall be open to inspection by the public.

(4) A temporary permit, if granted, by a local licensing authority shall be issued within five working days after the receipt of the application. A temporary permit issued pursuant to this section shall be valid until such time as the application to transfer ownership of the license to the applicant is granted or denied or for one hundred twenty days, whichever occurs first; except that, if the application to transfer the license has not been granted or denied within the one-hundred-twenty-day period and the transferee demonstrates good cause, the local licensing authority may extend, in its discretion, the validity of the permit for an additional period not to exceed sixty days.

(5) A temporary permit shall also be authorized in the event of a transfer of possession of the licensed premises by operation of law, a petition in bankruptcy pursuant to federal bankruptcy law, the appointment of a receiver, a foreclosure action by a secured party, or a court order dispossessing the prior licensee of all rights of possession pursuant to article 40 of title 13.

(6) A temporary permit may be canceled, revoked, or summarily suspended if the local or state licensing authority determines that there is probable cause to believe that the transferee has violated any provision of this article 3 or article 4 of this title 44 or has violated any rule adopted by the local or state licensing authority or has failed to truthfully disclose those matters required pursuant to the application forms required by the department.

**44-3-304. State licensing authority - application and issuance procedures -**

**definitions - rules.** (1) (a) Applications for licenses under the provisions of this article 3 and articles 4 and 5 of this title 44 shall be made to the state licensing authority on forms prepared and furnished by the state licensing authority and shall set forth such information as the state licensing authority may require to enable the authority to determine whether a license should be granted. The information shall include the name and address of the applicant, and if a partnership, also the names and addresses of all the partners, and if a corporation, association, or other organization, also the names and addresses of the president, vice-president, secretary, and managing officer, together with all other information deemed necessary by the licensing authority. Each application shall be verified by the oath or affirmation of the person or persons as the state licensing authority may prescribe.

(b) Notwithstanding the requirements of subsection (1)(a) of this section, an applicant seeking licenses for multiple locations may request the state licensing authority to establish a

(2) The state licensing authority shall not refuse a state license after a local license has been granted, except upon hearing after fifteen days' notice to the applicant and to the local licensing authority. The notice shall be in writing and shall state grounds upon which the application may be refused. If the applicant does not respond to the notice within fifteen days after the date of the notice, the application for a license shall be denied. The hearing shall be conducted in accordance with the provisions of section 24-4-105, and judicial review of the state licensing authority's decision shall be pursuant to section 24-4-106.

**44-3-306. Inactive licenses.** The state or local licensing authority, in its discretion, may revoke or elect not to renew a retail license if it determines that the licensed premises has been inactive, without good cause, for at least one year or, in the case of a retail license approved for a facility that has not been constructed, the facility has not been constructed and placed in operation within two years after approval of the license application or construction of the facility has not commenced within one year after the approval.

**44-3-307. Persons prohibited as licensees - definition.** (1) (a) No license provided by this article 3 or article 4 or 5 of this title 44 shall be issued to or held by:

- (I) Any person until the annual fee therefor has been paid;
- (II) Any person who is not of good moral character;
- (III) Any corporation, any of whose officers, directors, or stockholders holding ten percent or more of the outstanding and issued capital stock thereof are not of good moral character;
- (IV) Any partnership, association, or company, any of whose officers, or any of whose members holding ten percent or more interest therein, are not of good moral character;
- (V) Any person employing, assisted by, or financed in whole or in part by any other person who is not of good character and reputation satisfactory to the respective licensing authorities;
- (VI) Any person unless the person's character, record, and reputation are satisfactory to the respective licensing authority;
- (VII) Any natural person under twenty-one years of age.

(b) (I) In making a determination as to character or when considering the conviction of a crime, a licensing authority shall be governed by the provisions of section 24-5-101.

(II) With respect to arts or club license applications, an investigation of the character of the president or chair of the board and the operational manager shall be deemed sufficient to determine whether to issue the arts or club license to the applicant.

(2) (a) No license provided by this article 3 shall be issued to or held by a peace officer described in section 16-2.5-121, 16-2.5-122, 16-2.5-123, 16-2.5-125, 16-2.5-126, 16-2.5-128, or 16-2.5-129, or the state licensing authority or any of its inspectors or employees.

(b) A peace officer described in section 16-2.5-103, 16-2.5-105, 16-2.5-108, 16-2.5-132, or 16-2.5-149 may not obtain or hold a license under this article 3 to operate a licensed premises that is located within the same jurisdiction that employs the peace officer.

(3) (a) In investigating the qualifications of the applicant or a licensee, the local licensing authority may have access to criminal history record information furnished by a criminal justice agency, subject to any restrictions imposed by such agency. In the event the local licensing authority takes into consideration information concerning the applicant's criminal history record, the local licensing authority shall also consider any information provided by the applicant

regarding such criminal history record, including but not limited to evidence of rehabilitation, character references, and educational achievements, especially those items pertaining to the period of time between the applicant's last criminal conviction and the consideration of the application for a license.

(b) As used in subsection (3)(a) of this section, "criminal justice agency" means any federal, state, or municipal court or any governmental agency or subunit of such agency that performs the administration of criminal justice pursuant to a statute or executive order and that allocates a substantial part of its annual budget to the administration of criminal justice.

(c) At the time of the application for a license, the applicant shall submit fingerprints and file personal history information concerning the applicant's qualifications for a license on forms prepared by the state licensing authority. The state and local licensing authorities shall submit such fingerprints to the Colorado bureau of investigation for the purpose of conducting fingerprint-based criminal history record checks. The Colorado bureau of investigation shall forward the fingerprints to the federal bureau of investigation for the purpose of conducting fingerprint-based criminal history record checks. An applicant who has previously submitted fingerprints for alcohol beverage licensing purposes may request that the fingerprints on file be used. When the results of a fingerprint-based criminal history record check of an applicant performed pursuant to this section reveal a record of arrest without a disposition, the licensing authority shall require the applicant to submit to a name-based criminal history record check, as defined in section 22-2-119.3 (6)(d). The licensing authorities shall use the information resulting from the fingerprint-based and, if applicable, name-based criminal history record check to investigate and to determine if an applicant is qualified for a license pursuant to this article 3 and article 4 of this title 44. The licensing authority is not prohibited from verifying any of the information required to be submitted by an applicant pursuant to this section. An applicant shall not be required to submit additional information beyond that required in this subsection (3) unless the licensing authority has determined any of the following:

- (I) The applicant has misrepresented a material fact;
- (II) The applicant has an established criminal history record;
- (III) A prior criminal or administrative proceeding determined that the applicant violated alcohol beverage laws;
- (IV) The information submitted by an applicant is incomplete; or
- (V) The character, record, or reputation of the applicant, his or her agent, or his or her principal is such that a potential violation of this article 3 or article 4 of this title 44 may occur if a license is issued to the applicant.

**44-3-308. Unlawful financial assistance.** (1) (a) (I) It is unlawful for any person licensed pursuant to this article 3 as a manufacturer, limited winery, wholesaler, or importer, or any person, partnership, association, organization, or corporation interested financially in or with any of said licensees, to furnish, supply, or loan, in any manner, directly or indirectly, to any person licensed to sell at retail pursuant to this article 3 or article 4 or 5 of this title 44:

(A) Any financial assistance, including the extension of credit for more than thirty days, as specified in section 44-3-202 (2)(b) or in rules of the state licensing authority; or

(B) Any equipment, fixtures, chattels, or furnishings used in the storing, handling, serving, or dispensing of food or alcohol beverages within the premises or for making any structural alterations or improvements in or on the building in which the premises is located.

(II) This subsection (1) does not:



## Manager's Update

### Dolores Colorado

To: MAYOR AND TRUSTEES  
From: Ken Charles, Dolores Town Manager  
Dt: December 12, 2022  
RE: Meeting Information Update

#### **Monday/s Town Board Meeting**

On the agenda for our regular meeting Monday December 12, 2022:

1. There will Not be a workshop at the December meeting. The meeting will begin at 6:30. Ideas for future workshops include inviting Empire Electric to discuss street lighting.
2. I am recommending we discuss scheduling a Board Retreat in lieu of a workshop to discuss 2022 accomplishments and goals/projects for 2023. I am thinking a four-hour session on a Saturday in January. Please give it some thought prior to our meeting Monday.
3. There will be a Budget public hearing. There are two elements to the hearing. One is the 2022 budget amendment that was made necessary by the purchase of 601 Central for the town hall. Two is the hearing for the 2023 budget. Following the public hearing will be the adoption of the various resolutions pertaining to the adoption of the 2023 budget and certification of the town's mill levy for 2023 property taxes.
4. On the agenda is a discussion item regarding streetlights.
5. The board will also review a resolution to approve the Joe Rowell Park Master Plan. This resolution was tabled at the November meeting.
6. The board will entertain a Liquor License application.
7. We have had several conversations with the GOCO staff person in the southwest, Estrella Woods, regarding a GOCO grant request to construct some of the elements of the recently completed Joe Rowell Park master plan. Our letter of intent is due in mid-February. At the December 8 Parks Advisory committee meeting staff and committee members discussed how to choose which elements such as a bike pump track, dog park, new pavilion, park trails development, others. That list is included in your packet, and we will discuss this item later in the agenda. We will ask for your thoughts on this as there is urgency to press forward. The next step is to engage with Logan Simpson to perform preliminary design and prepare cost elements for the grant letter of intent. GOCO prefers a large project as opposed to one or two elements and if the town is fortunate with the letter of intent, we would be invited back for a full application. Match is always important, and GOCO gave us the nod that we can use the Fishing is Fun project as match. Other sources of match might include the in-kind labor, materials and equipment to build the pump track.

#### **General Updates**

- The mayor and I presented to the Department of Local Affairs the town's grant request for improvements to the 601 Central property. We are awaiting the DOLA's decision. This was a very competitive cycle in that there were requests totaling \$35 M and there is only \$20-25 M available.
- The town received three submittals to the town's Request for Proposals for on-call planning services. The town is not staffed in house with a thorough planning skillset. We anticipate several subdivision proposals in 2023 that would best be served with the assistance of a professional planner. We will bring



a recommendation for the board in January. We anticipate that other minor land use issues will be handled in house.

- At the board's direction, Jon Kelly and I are developing a document to deed the ownership of the Galloping Goose to the Historical Society.
  - Winter Parallel parking requirements on town streets is now in effect.
  - The School District's facility project is proceeding. Building Official Doudy has been representing the town on the school facility planning committee. The district plans keep the campus in town. I was asked about a few items the school may request of the town. They include a variance from the 25-foot setback requirement on 14<sup>th</sup> street to a zero setback to allow for the new high school building. The project requires that extra square footage to work. They may also request the town pave 14<sup>th</sup> street and they may seek a variance from the 35-foot maximum height limit.
  - Included in your packet for your information is a CDOT report on the planned construction projects for the southwest region.
  - We have received the asbestos analysis report for the 420 Central town hall. In order to determine a cost, we will next issue a request for proposals to companies that specialize in asbestos removal and demolition. We have located a funding source at CDPHE that can help with asbestos removal costs.
- 
- **Upcoming Events**
  - January 9 is the next town board meeting at town hall.
  - January 23 is the second January town board meeting, and we will schedule a workshop prior to the regular meeting.
  - January 3 is the Planning commission meeting.
  - January 12 is the Parks committee meeting
  - 8. January 23 is next quarterly breakfast meeting with mayor and commissioners at 7:30 am in Mancos
  - 9. January 26 is the next Region 9 board meeting in Durango.



January 3, 2023

Dr. Lindsey Flewelling  
Preservation Planner  
Certified Local Government Coordinator  
History Colorado Center  
1200 Broadway  
Denver, CO 80203

Dear Dr. Flewelling,

I am writing to support of the City of Cortez's application for a Certified Local Government (CLG) grant to continue their inventories of properties dating from the City's post-World War II construction boom – work that has received significant support from the CLG grant program. The City has completed an inventory of their top priority properties from this period – 1950s and 1960s motels, the Burger Boy drive-in, and gas stations. Now they are planning to investigate their next priorities – 10 individual commercial buildings and 14 residences located throughout Cortez that were not included in previous inventories within the Original Townsite.

The 24 properties are among more than 1,600 Cortez properties identified during a May 2021 "windshield" survey of Cortez, and all were constructed before 1974 and are potentially eligible for listing on local, state, and national historic registers. All the resources in this group are of a unique architectural type or style that is not seen often elsewhere in Cortez. They have not been previously surveyed, and they have the potential to have played unique or significant roles in the community's history.

The long-term impacts of proposed project will benefit all of Montezuma County – preserving our historic roots, contributing to the small-town quality of life, and aiding the local economy by attracting tourism dollars to our community. Additionally, the project serves as an educational model for smaller Montezuma County municipalities, like Dolores, that are just starting to develop historic preservation programs with the goal of revitalizing their own historic downtowns.

I urge you to fund this important project. Thank you.

Sincerely,

Linda Robinson, Chair  
Planning & Zoning Commission and Historic Preservation Board





## SWTPR- RECENTLY COMPLETED PROJECTS

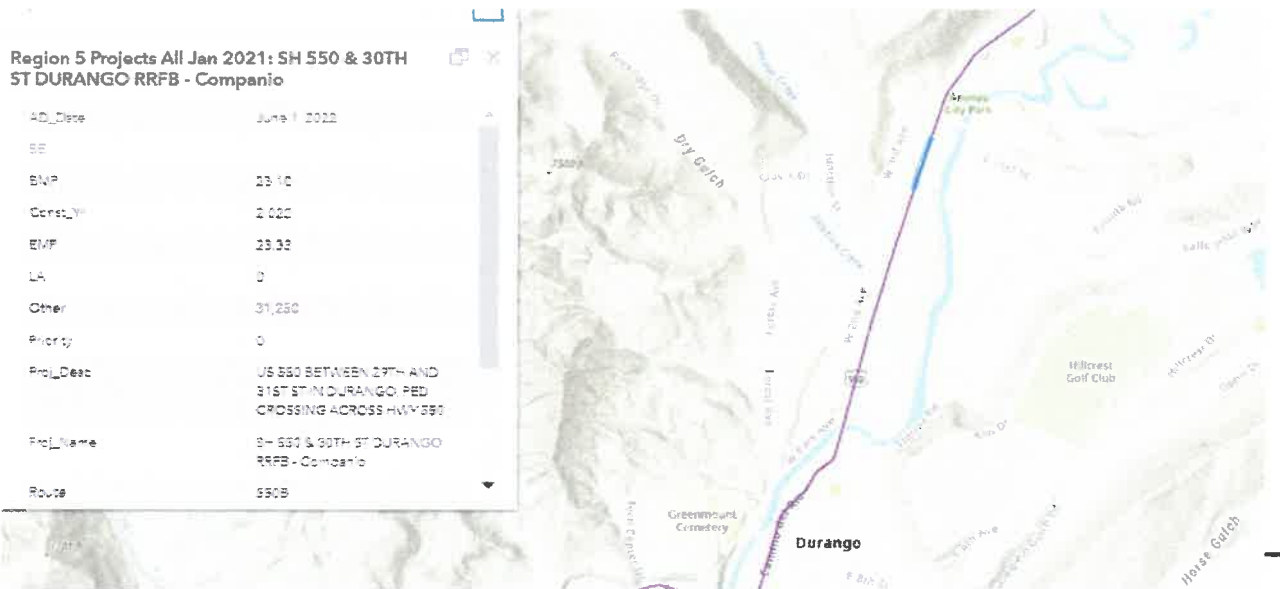
### US 550 and 30th Street Durango RRFB- 22810

Budget: \$310k

Funding: MMOF

Awarded: Morton Electric, Inc.

This project was located on US 550, North Main Avenue, in the City of Durango in La Plata County. A pedestrian crossing was constructed between 29<sup>th</sup> and 30<sup>th</sup> Streets. The crossing is outfitted with a crosswalk, ADA curb ramps, a pedestrian refuge island and a Rectangular Rapid Flashing Beacon (RRFB). This project has addressed the lack of safe pedestrian crossings and transit stop accessibility in the North Main corridor. Work at this location began in May 2022 and was completed in September 2022.



## SWTPR- CURRENT PROJECTS

### US 160 Wolf Creek West Fiber- 22107

Budget: \$12 million

Funding Type: Traffic

Awarded: Paonia

This project will take place on US 160 Wolf Creek Pass from approximate MP 153- 168, within Archuleta and Mineral Counties. Conduit, fiber optic cables and manholes will be installed on the western side of Wolf Creek Pass, from the summit down to Pagosa Springs. The project will also install ITS devices such as variable speed limits tied to friction sensors, a downhill truck warning system for the west side of the pass, and additional cameras. Due to contractor issues, this project was on hold for a period of time. Work restarted on May 21<sup>st</sup>, 2022 and has an estimated completion date in fall 2023, following a winter shutdown.



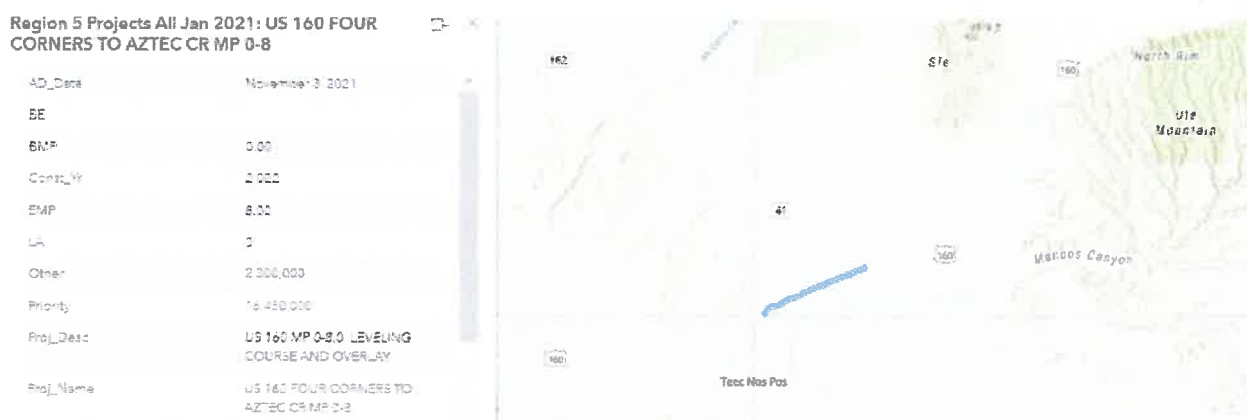
### **US 160 Four Corners to Aztec Creek- 22193**

Budget: \$26 million (plus ~\$3M NMDOT)

Funding Type: \$4M SUR, \$14M Rural Roads SB-267

Awarded: A&S Construction

This surface treatment project is located on US 160 from MP 0- 8, in Montezuma County. Planned work includes a full depth reclamation, widening to accommodate a northbound passing lane from milepost 5.5 – 6.5 and a southbound passing lane from milepost 3.5 – 4.5. It will also include 6-foot shoulders for the length of the project in Colorado. Culvert extensions, bridge repair and guardrail installation are also required. NMDOT has partnered with CDOT to pave their portion of US160. Construction began on April 18<sup>th</sup>, 2022 and has an estimated completion date of spring of 2023.



### **US 160 McCabe Creek Pagosa - 19263**

Budget: \$7.35 million

Funding Type: SB 267

Awarded: Oldcastle SW Group, Inc.

This project is located on US 160 at approximate MP 143, near downtown Pagosa Springs in Archuleta County. This project will involve replacing aged metal culverts with new precast concrete box culverts. Additionally, riprap lined drainage improvements will establish a new downstream channel, allowing for better drainage along the road. Other work will include updating the guardrail and bridge rail, erosion control, sidewalk work, and fencing along the corridor. Work began on this multi-season project on August 2<sup>nd</sup>, 2021. A winter shutdown is scheduled to begin in mid-December 2022, with construction scheduled to finish in May 2023.



AC_Dist	22.17
EE	
GAID	140.00
Cost_H	2.024
GAID	140.00
LA	0
Cost_H	6.717010
Proj_H	00.000
Proj_Dist	PA3004 BRIDGE DOWNTOWN DOWNTOWN REPLACE EXISTING TWIN CMP COLLETS WITH NEW BRIDGE
Proj_Name	US 160 MCCABE CREEK PA3004
Route	160A
Station	0



### **US 550/160 Connection South Design- Build- 22420**

Budget: \$99.6 million (estimated total cost)

Funding Type: FASTER/ SB 267/ SUR/ RPP

Awarded: Lawrence Construction Co.

This project is focused on the US 550 connection to US 160 in La Plata County. The connection will realign US 550 directly into the existing US 160 interchange, eliminating the steep and windy grade of the current US 550 Farmington Hill and improving roadway geometry. The project will include wildlife highway mitigation features which will reduce animal-vehicle collisions. Both bridge structures are now constructed with continuing excavation, bridge rail and wing wall installation. Additional current work includes the continuation of deer fence installation, wildlife underpass work and Phase 3 of powerline relocation. Construction began in August 2020 and now has an estimated completion date in fall 2023.



## SWTPR- UPCOMING PROJECTS

### US 160 West of Pagosa MP 135- 144 ST- 23505

Budget: \$9 million

Funding: SUR, Safety

Re- Ad: October 2022

This surface treatment project is located on US 160 in the Town of Pagosa Springs, approximate MP 135 to 144. Work will include a 1" surface treatment leveling course and a 1.5" SMA overlay as well as a 2.5" mill and fill at intersection locations with curb and gutter construction. Additional work includes culvert and guardrail replacement and re- striping. This project was re-advertised in October. Construction is expected to begin in the spring of 2023.



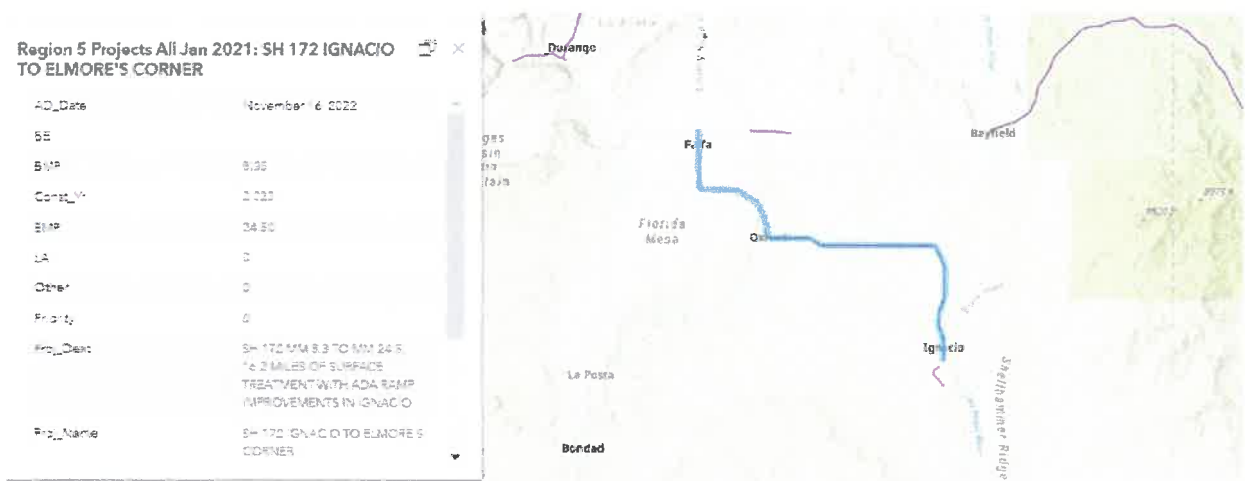
### US 172 Ignacio to Elmore's Corner- 24092

Budget: \$11.5 million

Funding Type: Surface Treatment, Structures

Ad Date: December 2022

This project will be located on SH 172 at approximate MP 8.3 to 24.5, from Ignacio to the Elmore's Corner intersection of SH 172 and US 160. The work will include a 16.2-mile surface treatment along with ADA ramp improvements in the Town of Ignacio. This project is scheduled for Ad in December 2022 and construction tentative for spring 2023.



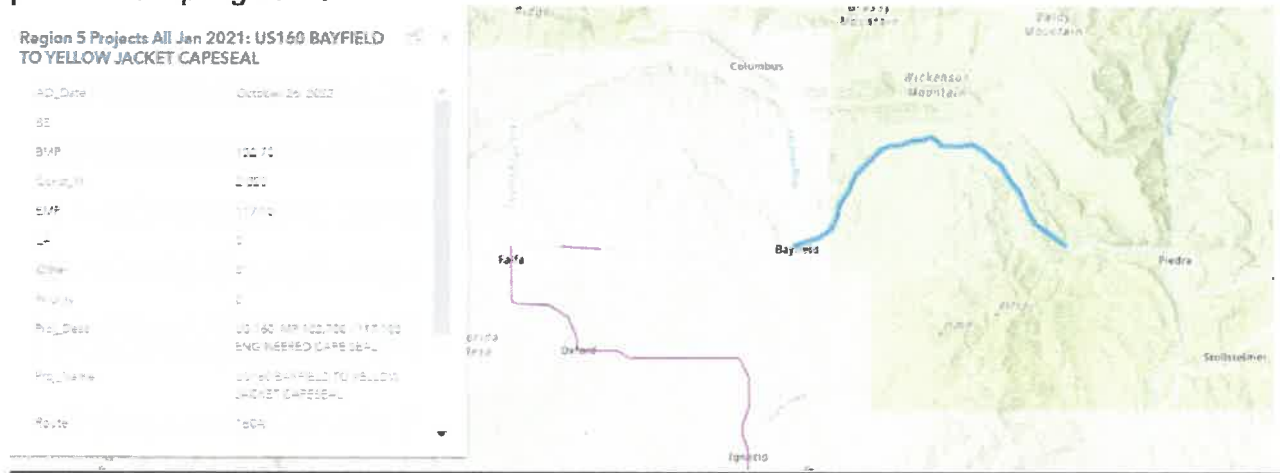
### **US 160 Bayfield to Yellow Jacket Capeseal- 23782**

Budget: \$3.5mill

Funding Type: Surface Treatment

Ad Date: Fall 2023

This project will be located on US 160, at approximate MP 102.7 to 117, in-between Bayfield and Piedra. This section of highway will receive an engineered capeseal surface treatment. Construction planned for spring 2024.



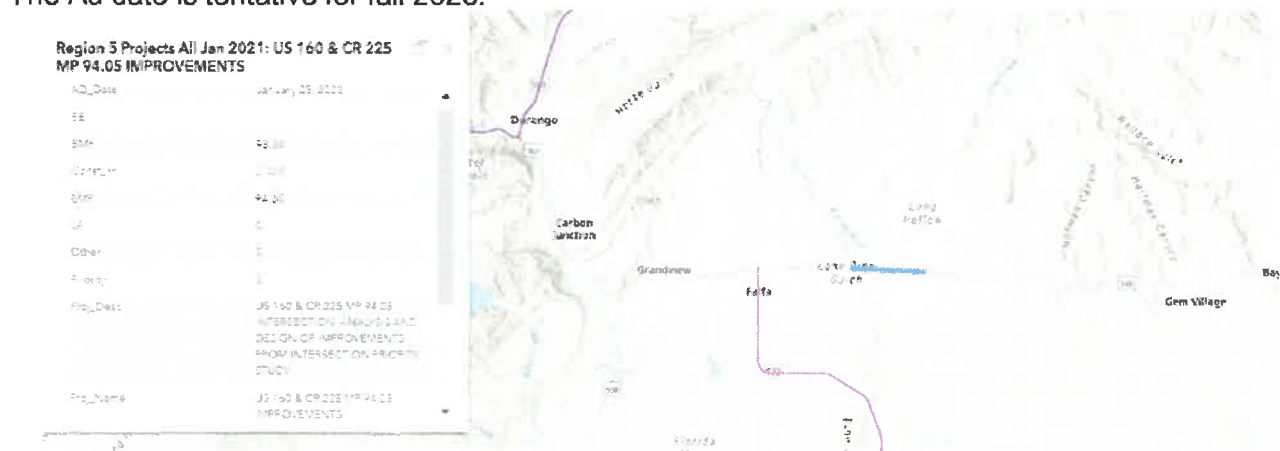
### **US 160 & CR 225 MP 94.04 Improvements- 23001**

Budget: \$6.8mill

Funding Type: Traffic & Safety

Ad Date: Fall 2025

This project will be located on US 160 at the intersection of CR 225, at approximate MP 94.05, east of Durango. An intersection study was performed here to evaluate safer, alternative options for the design of this intersection. The results of this study were analyzed, and the project is in final review. The Ad date is tentative for fall 2025.



### **US 160 Section 3 Priority Culverts- 23191**

Budget: \$1.9mill

Funding Type: Structures

Ad Date: January 2023

This project will be located on US 160, starting in Montezuma County, at approximate MP47, and continuing East to several locations up to a culvert on Wolf Creek Pass. A number of Priority culverts will be repaired or replaced. The Ad date is tentative for January 2023.

Region 5 Projects All Jan 2021: US 160 Section3 Priority Culverts	
AD_Year	September 2023
SB	
STIP	44.87
TRANSIT	2.000
STIP	24.87
CR	
Other	0
Priority	0
Proj Desc	US 160 MP 47.44 to 47.44 PRIORITY CULVERTS SANTAQUILIA COUNTY BRIDGE ON 160/160B
Proj Name	US 160 Section 3 Priority Culverts
Route	160A



### **US 160 San Juan River Bridge Scour- 20685**

Budget: \$2 million

Funding Type: BR

Ad Date: Fall 2023

This project is located on US 160 at the Colorado/ New Mexico state line, approximate MP 0. The project will provide scour protection for the bridge which will help contain the increase in runoff. Improvements to a second bridge at Aztec Creek have also been added to the project scope. The Ad date is scheduled for fall 2023 with start of construction tentatively anticipated for January 2024.

Region 5 Projects All Jan 2021: US 160 SAN JUAN RIVER BRIDGE SCOUR	
AD_Year	September 2023
SB	
STIP	0.00
TRANSIT	0.004
STIP	0.00
CR	
Other	0
Priority	0
Proj Desc	US 160 SAN JUAN RIVER BRIDGE SCOUR
Proj Name	US 160 SAN JUAN RIVER BRIDGE SCOUR
Route	160A



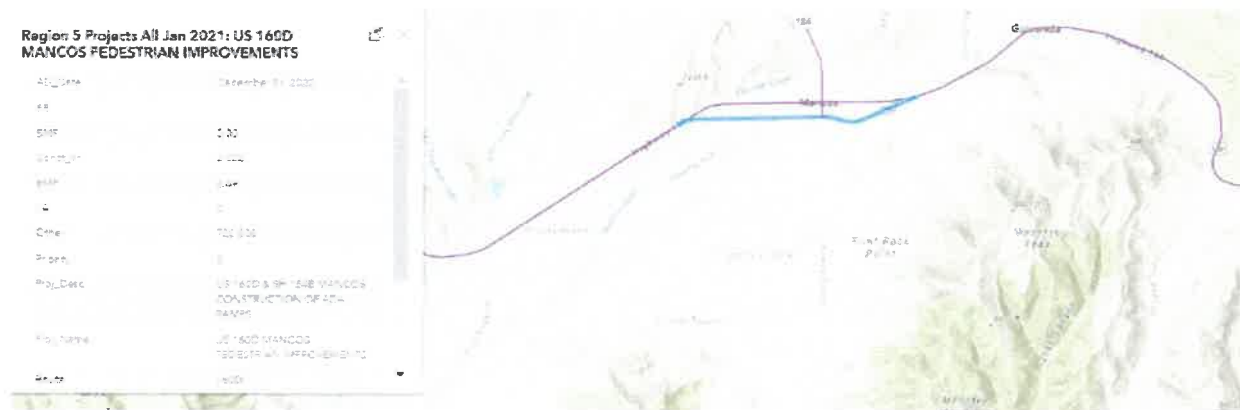
### **US 160D Mancos Pedestrian Improvements- 24618**

Budget: \$720k

Funding Type: Local Agency

Ad Date: Shelf 2023

CDOT is planning on the construction of ADA ramp improvements along US 160D in the Town of Mancos. The design is expected to be complete and shelved in 2023, awaiting construction funding.



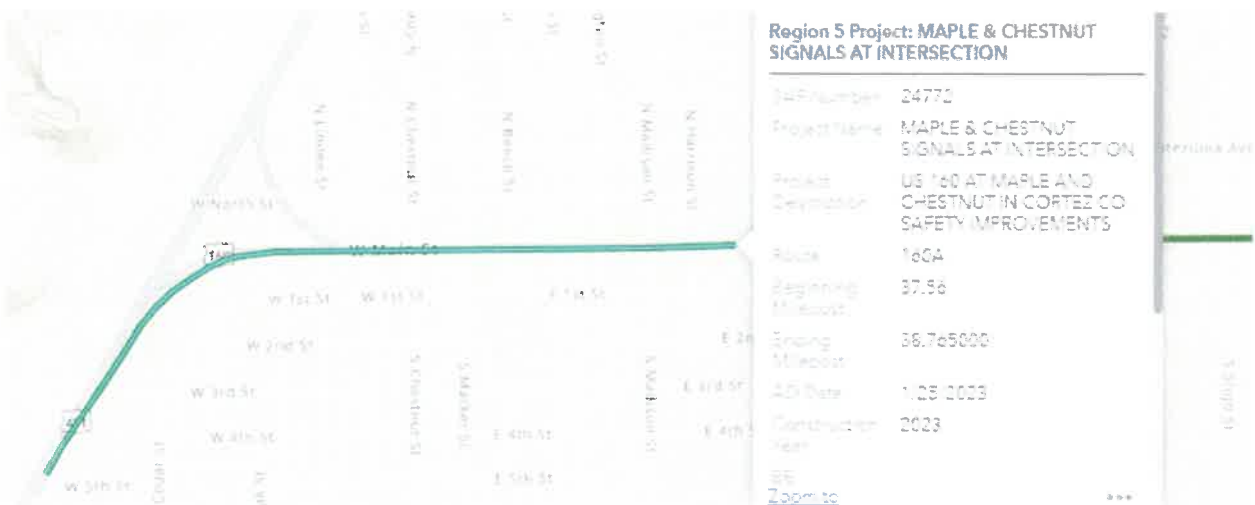
### **US 160 Signals at SH 145 & Chestnut Street- 24772**

Budget: \$200k Design

Funding Type: Traffic & Safety, Signals

Ad Date: January 2023

This project is located on US 160 in the City of Cortez, in Montezuma County. The project will consist of signal improvements at the intersection of US 160 and SH 145, as well as the intersection of US 160 and Chestnut Street. Work will include the replacement of old existing traffic signals, poles and electronics. This project is scheduled for Ad in January 2023 with construction anticipated for spring 2023.



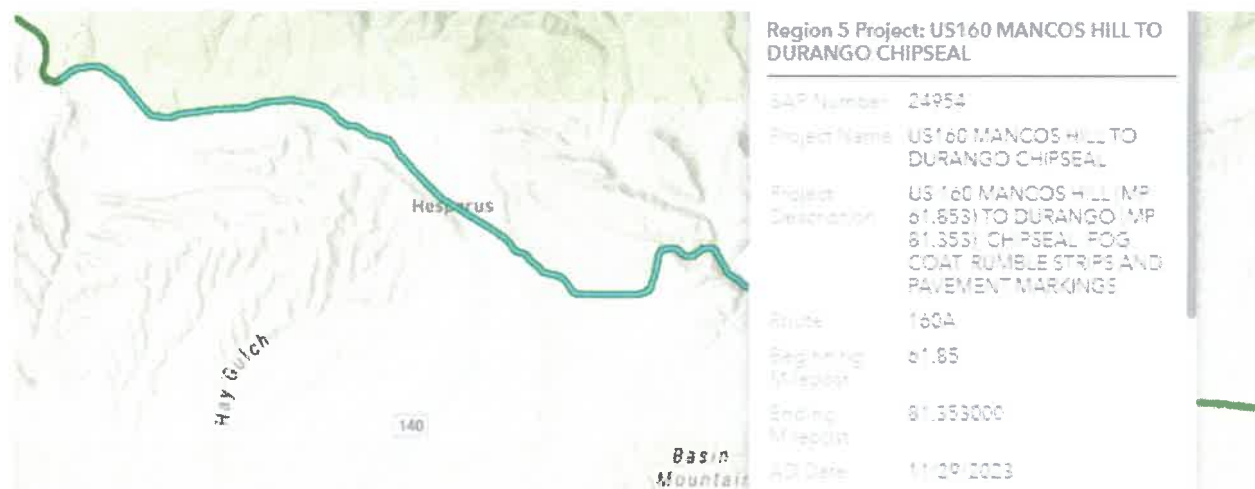
### **US 160 Mancos Hill to Durango Chipseal- 24954**

Budget: \$3mill

Funding Type: Surface Treatment

Ad Date: December 2023

This project is located on US 160 from the Town of Mancos, Eastbound to Durango in Montezuma and La Plata Counties, approximate MP 61- 81. Work will include a chipseal, fog coat, the addition of rumble strips and new pavement markings. This project is scheduled for Ad in December 2023 with construction tentatively anticipated for spring 2024.



### **US 160 Pagosa Reconstruct- 21919**

Budget: \$15mill

Funding Type: Priority

Ad Date: Fall 2023

This project is located on US 160 through the Town of Pagosa Springs, approximate MP 142- 144, in Archuleta County. The current scope includes improvements to US 160 Between 10th and 1st Streets. An overlay and restriping is planned from 10th Street to the west side of 8th Street with concrete reconstruction continuing from west of 8th Street to the east side of 3rd Street. Additional work will include ADA upgrades to curb ramps and sidewalks at select intersections throughout the project limits and drainage improvements. This project is scheduled for Ad in fall 2023 with construction tentatively planned for spring 2024.





**TOWN OF DOLORES**

**NOVEMBER**

**2022**

COUNTY OF MONTEZUMA  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING OCTOBER 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>DOLORES CONTRACT</b>					
001.1650.1120 PERMANENT SALARIES	8,063.53	96,122.63	108,000.00	\$1,877.37	89.0
001.1650.1152 OVERTIME	.00	719.39	4,000.00	3,280.61	18.0
001.1650.1180 FRINGE BENEFITS	2,729.10	28,876.99	39,000.00	\$10,123.01	74.0
001.1650.1220 OPERATING EXPENSES	147.64	4,566.90	8,000.00	3,433.10	57.1
001.1650.1221 MP MAINTENANCE	.00	.00	1,500.00	1,500.00	.0
001.1650.1310 PROFESSIONAL SERVICES	.00	.00	3,000.00	3,000.00	.0
001.1650.1387 VEHICLE EXPENSES	2,152.08	5,271.72	6,500.00	1,228.28	81.1
001.1650.1610 DISPATCH FEES	.00	30,000.00	30,000.00	.00	100.0
<b>TOTAL DOLORES CONTRACT</b>	<b>13,092.35</b>	<b>165,557.63</b>	<b>200,000.00</b>	<b>\$34,442.37</b>	<b>82.8</b>



Date	Journal	Payee or Description	Account Number	Debit Amount	Credit Amount	Balance
<b>DOLORES CONTRACT</b>						
<b>PERMANENT SALARIES</b>						
		09/30/2022 (09/22) Balance	001.1650.1120			88,059.10
10/08/2022	PC	PAYROLL TRANS FOR 10/8/2022 PAY PERIO		3,830.31		
10/22/2022	PC	PAYROLL TRANS FOR 10/22/2022 PAY PERIO		4,233.22		
		10/31/2022 (10/22) Period Totals and Balance		8,063.53	.00	96,122.63
YTD Encumbrance	.00	YTD Actual	96,122.63 Total	96,122.63	YTD Budget	105,000.00 Unexpended 11,877.37
<b>OVERTIME</b>						
		09/30/2022 (09/22) Balance	001.1650.1152			719.39
		10/31/2022 (10/22) Period Totals and Balance		.00	.00	719.39
YTD Encumbrance	.00	YTD Actual	719.39 Total	719.39	YTD Budget	4,000.00 Unexpended 3,280.61
<b>FRINGE BENEFITS</b>						
		09/30/2022 (09/22) Balance	001.1650.1160			26,147.89
10/08/2022	PB	PAYROLL TRANS FOR 10/8/2022 PAY PERIO		479.16		
10/22/2022	PB	PAYROLL TRANS FOR 10/22/2022 PAY PERIO		2,249.94		
		10/31/2022 (10/22) Period Totals and Balance		2,729.10	.00	28,876.99
YTD Encumbrance	.00	YTD Actual	28,876.99 Total	28,876.99	YTD Budget	39,000.00 Unexpended 10,123.01
<b>OPERATING EXPENSES</b>						
		09/30/2022 (09/22) Balance	001.1650.1220			4,419.26
09/20/2022	AP	AT&T		98.14		
09/13/2022	AP	CRYSTAL-BRITE LAUNDRY & DRY CLEANER		49.50		
		10/31/2022 (10/22) Period Totals and Balance		147.64	.00	4,566.90
YTD Encumbrance	.00	YTD Actual	4,566.90 Total	4,566.90	YTD Budget	8,000.00 Unexpended 3,433.10
<b>MP MAINTENANCE</b>						
		09/30/2022 (09/22) Balance	001.1650.1221			.00
		10/31/2022 (10/22) Period Totals and Balance		.00	.00	.00
YTD Encumbrance	.00	YTD Actual	.00 Total	.00	YTD Budget	1,500.00 Unexpended 1,500.00
<b>FUEL</b>						
		09/30/2022 (09/22) Balance	001.1650.1226			.00
		10/31/2022 (10/22) Period Totals and Balance		.00	.00	.00
YTD Encumbrance	.00	YTD Actual	.00 Total	.00	YTD Budget	.00 Unexpended .00
<b>PROFESSIONAL SERVICES</b>						
		09/30/2022 (09/22) Balance	001.1650.1310			.00
		10/31/2022 (10/22) Period Totals and Balance		.00	.00	.00
YTD Encumbrance	.00	YTD Actual	.00 Total	.00	YTD Budget	3,000.00 Unexpended 3,000.00
<b>VEHICLE EXPENSES</b>						
		09/30/2022 (09/22) Balance	001.1650.1387			3,119.64
08/30/2022	AP	KEESEE MOTOR CO.		233.74		
10/03/2022	AP	MONTEZUMA COUNTY ROAD FUND		1,010.28		
09/07/2022	AP	MONTEZUMA COUNTY ROAD FUND		908.08		
		10/31/2022 (10/22) Period Totals and Balance		2,152.08	.00	5,271.72
YTD Encumbrance	.00	YTD Actual	5,271.72 Total	5,271.72	YTD Budget	8,500.00 Unexpended 1,228.28
<b>FLEET COSTS</b>						
		09/30/2022 (09/22) Balance	001.1650.1425			.00
		10/31/2022 (10/22) Period Totals and Balance		.00	.00	.00
YTD Encumbrance	.00	YTD Actual	.00 Total	.00	YTD Budget	.00 Unexpended .00
<b>TRAINING</b>						
		09/30/2022 (09/22) Balance	001.1650.1500			.00
		10/31/2022 (10/22) Period Totals and Balance		.00	.00	.00

# Detective Division

## Dolores Monthly

November 2022

	MONTHLY	YEAR TO DATE
NEW CASES ASSIGNED	1	5
CASES CLEARED / INACTIVE / CLOSED	0	4
CASES PENDING	1	1
VALUE OF STOLEN / DAMAGED PROPERTY	\$0.00	\$0.00
VALUE OF RECOVERED PROPERTY	\$0.00	\$0.00
HOURS WORKED	1	20
OTHER - HOURS WORKED	0	

### MONTEZUMA COUNTY DETECTIVE DIVISION HAD THE FOLLOWING:

CASE #	OFFENSE-VIOLATION	STATUS
MC221369	Harassment	Open

# Dolores Summons

Total Records: 47

## MONTEZUMA COUNTY SHERIFF'S OFFICE

730 EAST DRISCOLL STREET  
CORTEZ, CO 81321  
STEVE NOWLIN - SHERIFF  
970-565-8452  
970-564-3731



CITATION NUMBER	CHARGES	Count
WC2953		1
Date Reported	Issuing Officer	
11/18/2022	GREEN, KAYLEE	
CITATION NUMBER	CHARGES	Count
C32594		1
Date Reported	Issuing Officer	
11/22/2022	WEST, MARC	
CITATION NUMBER	CHARGES	Count
C32493	CRIMINAL VIOL - 3RD DEGREE CRIMINAL TRESPASS	1
Date Reported	Issuing Officer	
11/28/2022	FROST, THOMAS	
CITATION NUMBER	CHARGES	Count
C32658	CRIMINAL VIOL - ASSAULT IN THE THIRD DEGREE	1
Date Reported	Issuing Officer	
11/19/2022	HINTON, WRANGLER	
CITATION NUMBER	CHARGES	Count
C32596	CRIMINAL VIOL - ASSAULT IN THE THIRD DEGREE, CRIMINAL VIOL - DOMESTIC VIOLENCE, CRIMINAL VIOL - CRIME OF VIOLATION OF A PROTECTION ORDER (M1), CRIMINAL VIOL - CHILD ABUSE (M2)	1
Date Reported	Issuing Officer	
11/28/2022	WEST, MARC	
CITATION NUMBER	CHARGES	Count
C32230	CRIMINAL VIOL - CRIME OF VIOLATION OF A PROTECTION ORDER (M1)	1
Date Reported	Issuing Officer	
11/25/2022	PARKER, TOMAS	
CITATION NUMBER	CHARGES	Count
C32270	CRIMINAL VIOL - CRIME OF VIOLATION OF A PROTECTION ORDER (M2)	1
Date Reported	Issuing Officer	
11/21/2022	SCHMALZ, PETER	
CITATION NUMBER	CHARGES	Count
C32269	CRIMINAL VIOL - CRIME OF VIOLATION OF A PROTECTION ORDER (M2), CRIMINAL VIOL - CRIME OF VIOLATION OF A PROTECTION ORDER (M2), CRIMINAL VIOL - CRIME OF VIOLATION OF A PROTECTION ORDER (M2)	1

Date Reported	Issuing Officer
11/2/2022	SCHMALZ, PETER

CITATION NUMBER	CHARGES	Count
C32524	CRIMINAL VIOL - CRIMINAL MISCHIEF <\$300	1

Date Reported	Issuing Officer
11/3/2022	KENNEDY, ALEXANDER

CITATION NUMBER	CHARGES	Count
C32407	CRIMINAL VIOL - CRIMINAL MISCHIEF, CRIMINAL VIOL - FALSE REPORTING TO AUTHORITIES	1

Date Reported	Issuing Officer
11/21/2022	KENNEDY, ALEXANDER

CITATION NUMBER	CHARGES	Count
C32952	CRIMINAL VIOL - CRUELTY TO ANIMALS - AGGRAVATED, CRIMINAL VIOL - CRUELTY TO ANIMALS - AGGRAVATED	1

Date Reported	Issuing Officer
11/20/2022	MARSTON, MICHAEL

CITATION NUMBER	CHARGES	Count
C30426	CRIMINAL VIOL - DOMESTIC VIOLENCE, CRIMINAL VIOL - CRIME OF VIOLATION OF A PROTECTION ORDER (M1)	1

Date Reported	Issuing Officer
11/5/2022	HILL, BRYAN

CITATION NUMBER	CHARGES	Count
C32593	CRIMINAL VIOL - DROVE VEHICLE DUI - ALCOHOL/DRUGS/OR BOTH	1

Date Reported	Issuing Officer
11/4/2022	WEST, MARC

CITATION NUMBER	CHARGES	Count
C32328	CRIMINAL VIOL - DROVE VEHICLE DUI - ALCOHOL/DRUGS/OR BOTH	1

Date Reported	Issuing Officer
11/12/2022	LANYON, JACOB

CITATION NUMBER	CHARGES	Count
C31102	CRIMINAL VIOL - DROVE VEHICLE DUI - ALCOHOL/DRUGS/OR BOTH	1

Date Reported	Issuing Officer
11/20/2022	FROST, THOMAS

CITATION NUMBER	CHARGES	Count
C32329	CRIMINAL VIOL - DROVE VEHICLE DUI - ALCOHOL/DRUGS/OR BOTH , CRIMINAL VIOL - DROVE VEHICLE W/BLOOD ALCOHOL CONTENT 0.08 PER SE, TRAFFIC VIOL-STATUTE - OPEN ALCOHOLIC BEVERAGE CONTAINER - MOTOR VEHICLE - PROHIBITED	1

Date Reported	Issuing Officer
11/14/2022	LANYON, JACOB

CITATION NUMBER	CHARGES	Count
C32229	CRIMINAL VIOL - UNLAWFUL OWNERSHIP OF DANGEROUS DOG (M3)	1
Date Reported	Issuing Officer	
11/25/2022	PARKER, TOMAS	

CITATION NUMBER	CHARGES	Count
C32825	TRAFFIC VIOL-ORDINANCE - SPEEDING-	1
Date Reported	Issuing Officer	
11/7/2022	GILBERTO, JACOB	

CITATION NUMBER	CHARGES	Count
C32826	TRAFFIC VIOL-ORDINANCE - SPEEDING-	1
Date Reported	Issuing Officer	
11/7/2022	GILBERTO, JACOB	

CITATION NUMBER	CHARGES	Count
C32827	TRAFFIC VIOL-ORDINANCE - SPEEDING-	1
Date Reported	Issuing Officer	
11/8/2022	GILBERTO, JACOB	

CITATION NUMBER	CHARGES	Count
C32828	TRAFFIC VIOL-ORDINANCE - SPEEDING-	1
Date Reported	Issuing Officer	
11/8/2022	GILBERTO, JACOB	

CITATION NUMBER	CHARGES	Count
C32829	TRAFFIC VIOL-ORDINANCE - SPEEDING-	1
Date Reported	Issuing Officer	
11/9/2022	GILBERTO, JACOB	

CITATION NUMBER	CHARGES	Count
C32830	TRAFFIC VIOL-ORDINANCE - SPEEDING-	1
Date Reported	Issuing Officer	
11/14/2022	GILBERTO, JACOB	

CITATION NUMBER	CHARGES	Count
C32831	TRAFFIC VIOL-ORDINANCE - SPEEDING-	1
Date Reported	Issuing Officer	
11/14/2022	GILBERTO, JACOB	

CITATION NUMBER	CHARGES	Count
C32832	TRAFFIC VIOL-ORDINANCE - SPEEDING-	1
Date Reported	Issuing Officer	
11/15/2022	GILBERTO, JACOB	

CITATION NUMBER	CHARGES	Count
C32833	TRAFFIC VIOL-ORDINANCE - SPEEDING-	1
Date Reported	Issuing Officer	
11/15/2022	GILBERTO, JACOB	

CITATION NUMBER	CHARGES	Count
C32834	TRAFFIC VIOL-ORDINANCE - SPEEDING-	1
Date Reported	Issuing Officer	
11/16/2022	GILBERTO, JACOB	

CITATION NUMBER	CHARGES	Count
C32835	TRAFFIC VIOL-ORDINANCE - SPEEDING-	1
Date Reported	Issuing Officer	
11/16/2022	GILBERTO, JACOB	

CITATION NUMBER	CHARGES	Count
C32836	TRAFFIC VIOL-ORDINANCE - SPEEDING-	1
Date Reported	Issuing Officer	
11/16/2022	GILBERTO, JACOB	

CITATION NUMBER	CHARGES	Count
C32837	TRAFFIC VIOL-ORDINANCE - SPEEDING-	1
Date Reported	Issuing Officer	
11/17/2022	GILBERTO, JACOB	

CITATION NUMBER	CHARGES	Count
C32838	TRAFFIC VIOL-ORDINANCE - SPEEDING-	1
Date Reported	Issuing Officer	
11/17/2022	GILBERTO, JACOB	

CITATION NUMBER	CHARGES	Count
C32839	TRAFFIC VIOL-ORDINANCE - SPEEDING-	1
Date Reported	Issuing Officer	
11/21/2022	GILBERTO, JACOB	

CITATION NUMBER	CHARGES	Count
C32840	TRAFFIC VIOL-ORDINANCE - SPEEDING-	1
Date Reported	Issuing Officer	
11/21/2022	GILBERTO, JACOB	

CITATION NUMBER	CHARGES	Count
C32841	TRAFFIC VIOL-ORDINANCE - SPEEDING-	1
Date Reported	Issuing Officer	
11/22/2022	GILBERTO, JACOB	

CITATION NUMBER	CHARGES	Count
C32842	TRAFFIC VIOL-ORDINANCE - SPEEDING-	1
Date Reported	Issuing Officer	
11/22/2022	GILBERTO, JACOB	
CITATION NUMBER	CHARGES	Count
C32843	TRAFFIC VIOL-ORDINANCE - SPEEDING-	1
Date Reported	Issuing Officer	
11/22/2022	GILBERTO, JACOB	
CITATION NUMBER	CHARGES	Count
C32844	TRAFFIC VIOL-ORDINANCE - SPEEDING	1
Date Reported	Issuing Officer	
11/22/2022	GILBERTO, JACOB	
CITATION NUMBER	CHARGES	Count
C32845	TRAFFIC VIOL-ORDINANCE - SPEEDING-	1
Date Reported	Issuing Officer	
11/23/2022	GILBERTO, JACOB	
CITATION NUMBER	CHARGES	Count
C32330	TRAFFIC VIOL-ORDINANCE - SPEEDING-	1
Date Reported	Issuing Officer	
11/26/2022	LANYON, JACOB	
CITATION NUMBER	CHARGES	Count
C32847	TRAFFIC VIOL-ORDINANCE - SPEEDING-	1
Date Reported	Issuing Officer	
11/29/2022	GILBERTO, JACOB	
CITATION NUMBER	CHARGES	Count
C32848	TRAFFIC VIOL-ORDINANCE - SPEEDING-	1
Date Reported	Issuing Officer	
11/29/2022	GILBERTO, JACOB	
CITATION NUMBER	CHARGES	Count
C32522	TRAFFIC VIOL-ORDINANCE - SPEEDING LIMITS	1
Date Reported	Issuing Officer	
11/6/2022	AYBAR, HAKAN	
CITATION NUMBER	CHARGES	Count
C32909	TRAFFIC VIOL-ORDINANCE - SPEEDING LIMITS	1
Date Reported	Issuing Officer	
11/6/2022	SMITH, STEVEN	
CITATION NUMBER	CHARGES	Count

C32910	TRAFFIC VIOL-ORDINANCE - SPEEDING LIMITS	1
<b>Date Reported</b>		<b>Issuing Officer</b>
11/10/2022		SMITH, STEVEN
<b>CITATION NUMBER</b>	<b>CHARGES</b>	<b>Count</b>
C32824	TRAFFIC VIOL-STATUTE - DISPLAYED EXPIRED NUMBER PLATES	1
<b>Date Reported</b>		<b>Issuing Officer</b>
11/7/2022		GILBERTO, JACOB
<b>CITATION NUMBER</b>	<b>CHARGES</b>	<b>Count</b>
C32406	TRAFFIC VIOL-STATUTE - DROVE (MOTOR/OFF-HIGHWAY) VEHICLE WHEN LICENSE UNDER RESTRAINT, TRAFFIC VIOL-STATUTE - SPEEDNG > 20-24 MPH OVER PRIMA FACIE LIMIT , TRAFFIC VIOL-STATUTE - DISPLAYED EXPIRED NUMBER PLATES	1
<b>Date Reported</b>		<b>Issuing Officer</b>
11/15/2022		KENNEDY, ALEXANDER
<b>CITATION NUMBER</b>	<b>CHARGES</b>	<b>Count</b>
C32491	TRAFFIC VIOL-STATUTE - DROVE VEHICLE W/O VALID LICENSE, TRAFFIC VIOL-STATUTE - SPEEDNG > 25-39 MPH OVER PRIMA FACIE LIMIT , TRAFFIC VIOL-STATUTE - RECKLESS DRIVING	1
<b>Date Reported</b>		<b>Issuing Officer</b>
11/6/2022		FROST, THOMAS



# **Town of Dolores**

**NOVEMBER 2022**

**Municipal Code/Traffic Citations and  
Reports Written**

**Detective Hours: 1**

**Patrol Hours: 320**

Call No	Date	Type	Address	City, State	Call Taker
22048311	11/1/2022 11:45	SAFE TO TELL	1301 CENTRAL AVE	DOLORES, CO	SWHITE
22048346	11/1/2022 15:48	RECKLESS	100 N 17TH ST	DOLORES, CO	SWHITE
22048466	11/2/2022 12:48	JUVENILE PROBLEM	420 CENTRAL AVE	DOLORES, CO	ALUDINGTON
22048482	11/2/2022 14:00	DOG RUNNING AT LARGE	400 MERRITT WAY	DOLORES, CO	ALUDINGTON
22048590	11/3/2022 9:33	COMMUNITY POLICING	100 N 11TH ST	DOLORES, CO	DKELSO
22048605	11/3/2022 10:35	TRAFFIC STOP	200 S 11TH ST	DOLORES, CO	DKELSO
22048661	11/3/2022 16:08	TRAFFIC STOP	100 N 19TH ST	DOLORES, CO	DKELSO
22048671	11/3/2022 17:25	PHONE CALL	1205 CENTRAL AVE	DOLORES, CO	DKELSO
22048686	11/3/2022 19:18	NEIGHBOR DISPUTE	208 S 5TH AVE	DOLORES, CO	DKELSO
22048717	11/4/2022 0:15	EXTRA PATROL	420 CENTRAL AVE	DOLORES, CO	TMENDOZA
22048742	11/4/2022 9:39	EXTRA PATROL	420 CENTRAL AVE	DOLORES, CO	DPADILLA
22048771	11/4/2022 12:00	ANIMAL GENERAL	208 S 5TH AVE	DOLORES, CO	VYAMPOLSKY
22048779	11/4/2022 12:49	TRAFFIC STOP	1000 RAILROAD AVE	DOLORES, CO	DPADILLA
22048805	11/4/2022 14:37	ATTEMPT TO SERVE CIVIL	1205 CENTRAL AVE	DOLORES, CO	DPADILLA
22048954	11/5/2022 15:33	TRAFFIC STOP	1700 CENTRAL AVE	DOLORES, CO	SWHITE
22049070	11/6/2022 13:36	TRAFFIC STOP	200 S 6TH ST	DOLORES, CO	DPADILLA
22049071	11/6/2022 13:47	TRAFFIC STOP	200 S 5TH AVE	DOLORES, CO	DPADILLA
22049086	11/6/2022 15:39	TRAFFIC STOP	200 S 9TH ST	DOLORES, CO	DPADILLA
22049116	11/6/2022 22:07	BUSINESS CHECK	501 RAILROAD AVE	DOLORES, CO	APARKER
22049142	11/7/2022 7:02	TRAFFIC STOP	800 RAILROAD AVE	DOLORES, CO	SWHITE
22049166	11/7/2022 8:27	TRAFFIC STOP	1000 RAILROAD AVE	DOLORES, CO	SWHITE
22049205	11/7/2022 11:18	TRAFFIC STOP	400 RIVERSIDE AVE	DOLORES, CO	SWHITE
22049261	11/7/2022 15:24	TRAFFIC STOP	600 RAILROAD AVE	DOLORES, CO	SWHITE
22049266	11/7/2022 15:42	TRAFFIC STOP	900 RAILROAD AVE	DOLORES, CO	SWHITE
22049344	11/8/2022 7:46	TRAFFIC STOP	500 RAILROAD AVE	DOLORES, CO	DKELSO
22049348	11/8/2022 8:06	TRAFFIC STOP	800 RAILROAD AVE	DOLORES, CO	DKELSO
22049356	11/8/2022 8:37	TRAFFIC STOP	1100 RAILROAD AVE	DOLORES, CO	DKELSO
22049366	11/8/2022 9:18	BUSINESS CHECK	341 RAILROAD AVE	DOLORES, CO	DKELSO
22049400	11/8/2022 11:45	TRAFFIC STOP	100 N 18TH ST	DOLORES, CO	DKELSO
22049438	11/8/2022 15:35	TRAFFIC STOP	800 RAILROAD AVE	DOLORES, CO	DKELSO
22049442	11/8/2022 15:58	TRAFFIC STOP	800 RAILROAD AVE	DOLORES, CO	SBOGOTT
22049490	11/8/2022 23:49	EXTRA PATROL	420 CENTRAL AVE	DOLORES, CO	SBOGOTT
22049519	11/9/2022 7:51	TRAFFIC STOP	795 RAILROAD AVE	DOLORES, CO	ALUDINGTON
22049691	11/10/2022 8:11	PARKING COMPLAINT	1000 CENTRAL AVE	DOLORES, CO	ALUDINGTON
22049695	11/10/2022 8:27	TRAFFIC STOP	600 RAILROAD AVE	DOLORES, CO	DPADILLA
22049754	11/10/2022 14:03	BUSINESS CHECK	101 S 11TH ST	DOLORES, CO	ALUDINGTON
22049776	11/10/2022 15:39	TRAFFIC STOP	900 RAILROAD AVE	DOLORES, CO	ALUDINGTON
22049782	11/10/2022 16:00	TRAFFIC STOP	100 N 16TH ST	DOLORES, CO	DKELSO
22049792	11/10/2022 17:43	TRAFFIC ACCIDENT	420 CENTRAL AVE	DOLORES, CO	DKELSO
22049836	11/11/2022 1:31	BUSINESS CHECK	310 RAILROAD AVE	DOLORES, CO	TMENDOZA
22049860	11/11/2022 8:35	EXTRA PATROL	2 CENTRAL AVE	DOLORES, CO	DPADILLA
22049864	11/11/2022 9:02	BUSINESS ALARM	101 S 6TH ST	DOLORES, CO	DKELSO
22049957	11/11/2022 19:26	TRAFFIC STOP	900 RAILROAD AVE	DOLORES, CO	VYAMPOLSKY
22049979	11/12/2022 1:56	UNCONSCIOUS OR UNRESPO	804 HILLSIDE AVE	DOLORES, CO	AVIOLETTE
22050008	11/12/2022 11:16	EXTRA PATROL	420 CENTRAL AVE	DOLORES, CO	VYAMPOLSKY
22050023	11/12/2022 13:14	TRAFFIC STOP	420 CENTRAL AVE	DOLORES, CO	VYAMPOLSKY
22050034	11/12/2022 14:20	TRAFFIC STOP	700 RAILROAD AVE	DOLORES, CO	VYAMPOLSKY
22050048	11/12/2022 17:24	BAR CHECK	104 S 2ND ST	DOLORES, CO	VYAMPOLSKY
22050054	11/12/2022 18:02	TRAFFIC STOP	200 S 9TH ST	DOLORES, CO	VYAMPOLSKY
22050064	11/12/2022 20:06	TRAFFIC STOP	600 RAILROAD AVE	DOLORES, CO	AVIOLETTE
22050065	11/12/2022 20:18	TRAFFIC STOP	200 S 8TH ST	DOLORES, CO	AVIOLETTE
22050068	11/12/2022 20:30	TRAFFIC STOP	100 RAILROAD AVE	DOLORES, CO	AVIOLETTE

22050073	11/12/2022 21:10	TRAFFIC STOP	200 S 4TH ST	DOLORES, CO	AVIOLETTE
22050085	11/12/2022 22:17	REDDI REPORT	501 RAILROAD AVE	DOLORES, CO	APARKER
22050088	11/12/2022 22:34	NOISE COMPLAINT	400 RIVERSIDE AVE	DOLORES, CO	AVIOLETTE
22050149	11/13/2022 13:35	FOLLOWUP	208 S 5TH AVE	DOLORES, CO	DKELSO
22050160	11/13/2022 16:00	TRAFFIC STOP	100 N 16TH ST	DOLORES, CO	DKELSO
22050166	11/13/2022 16:15	TRAFFIC STOP	100 N 11TH ST	DOLORES, CO	DKELSO
22050170	11/13/2022 16:24	TRAFFIC STOP	200 S 8TH ST	DOLORES, CO	DKELSO
22050172	11/13/2022 16:41	TRAFFIC STOP	200 S 11TH ST	DOLORES, CO	DKELSO
22050173	11/13/2022 16:51	TRAFFIC STOP	1 N 20TH ST	DOLORES, CO	DKELSO
22050234	11/14/2022 7:32	TRAFFIC STOP	1400 RAILROAD AVE	DOLORES, CO	ALUDINGTON
22050240	11/14/2022 8:03	TRAFFIC STOP	300 RAILROAD AVE	DOLORES, CO	ALUDINGTON
22050241	11/14/2022 8:08	FOLLOWUP	501 RAILROAD AVE	DOLORES, CO	DKELSO
22050250	11/14/2022 9:24	WELFARE CHECK	18380 HWY 145	DOLORES, CO	ALUDINGTON
22050291	11/14/2022 12:36	TRAFFIC STOP	100 N 19TH ST	DOLORES, CO	DKELSO
22050294	11/14/2022 12:54	FOLLOWUP	501 RAILROAD AVE	DOLORES, CO	DKELSO
22050309	11/14/2022 14:51	FOLLOWUP	18380 HWY 145	DOLORES, CO	DKELSO
22050321	11/14/2022 15:56	TRAFFIC STOP	800 RAILROAD AVE	DOLORES, CO	DKELSO
22050329	11/14/2022 16:43	CIVIL STANDBY	201 CENTRAL AVE	DOLORES, CO	TMENDOZA
22050331	11/14/2022 16:49	COMPLAINT	510 CENTRAL AVE	DOLORES, CO	TMENDOZA
22050387	11/15/2022 8:04	TRAFFIC STOP	700 RAILROAD AVE	DOLORES, CO	DPADILLA
22050474	11/15/2022 14:14	FOLLOWUP	501 RAILROAD AVE	DOLORES, CO	DPADILLA
22050536	11/15/2022 20:08	BUSINESS CHECK	501 RAILROAD AVE	DOLORES, CO	APARKER
22050577	11/16/2022 8:25	RECKLESS	795 RAILROAD AVE	DOLORES, CO	DKELSO
22050596	11/16/2022 9:45	TRAFFIC CONTROL	420 CENTRAL AVE	DOLORES, CO	DKELSO
22050713	11/16/2022 20:49	DOMESTIC VIOLENCE	1830 CENTRAL AVE	DOLORES, CO	SBOGOTT
22050736	11/17/2022 2:57	EXTRA PATROL	420 CENTRAL AVE	DOLORES, CO	AVIOLETTE
22050742	11/17/2022 6:30	CIVIL STANDBY	1830 CENTRAL AVE	DOLORES, CO	DPADILLA
22050775	11/17/2022 9:29	TRAFFIC CONTROL	200 S 9TH ST	DOLORES, CO	SWHITE
22050811	11/17/2022 12:58	BAR CHECK	104 S 2ND ST	DOLORES, CO	SWHITE
22050848	11/17/2022 16:09	TRAFFIC STOP	900 RAILROAD AVE	DOLORES, CO	SWHITE
22050927	11/18/2022 8:38	COMMUNITY POLICING	1301 CENTRAL AVE	DOLORES, CO	DPADILLA
22050951	11/18/2022 10:44	SUSPICIOUS VEHICLE	1009 RAILROAD AVE	DOLORES, CO	ALUDINGTON
22050970	11/18/2022 13:12	TRESPASS	102 S 11TH ST	DOLORES, CO	ALUDINGTON
22050987	11/18/2022 15:11	TRAFFIC STOP	200 S 8TH ST	DOLORES, CO	DPADILLA
22050988	11/18/2022 15:11	PEDESTRIAN PROBLEM	1319 RAILROAD AVE	DOLORES, CO	DPADILLA
22050992	11/18/2022 15:30	BAR CHECK	1319 RAILROAD AVE	DOLORES, CO	DPADILLA
22051007	11/18/2022 16:35	TRAFFIC STOP	100 N 19TH ST	DOLORES, CO	APARKER
22051038	11/18/2022 20:16	TRAFFIC STOP	200 S 11TH ST	DOLORES, CO	APARKER
22051103	11/19/2022 9:10	EXTRA PATROL	420 CENTRAL AVE	DOLORES, CO	ALUDINGTON
22051105	11/19/2022 9:17	TRAFFIC STOP	100 N 21ST ST	DOLORES, CO	ALUDINGTON
22051149	11/19/2022 13:39	TRAFFIC STOP	200 S 9TH ST	DOLORES, CO	ALUDINGTON
22051153	11/19/2022 14:04	TRAFFIC STOP	200 S 8TH ST	DOLORES, CO	ALUDINGTON
22051157	11/19/2022 14:29	PEDESTRIAN PROBLEM	620 RAILROAD AVE	DOLORES, CO	DPADILLA
22051172	11/19/2022 16:13	TRAFFIC STOP	200 S 4TH ST	DOLORES, CO	JDOLLAR
22051206	11/19/2022 21:20	LIVESTOCK AT LARGE	102 S 11TH ST	DOLORES, CO	JDOLLAR
22051220	11/20/2022 1:07	BUSINESS CHECK	501 RAILROAD AVE	DOLORES, CO	JDOLLAR
22051222	11/20/2022 1:58	VERBAL DISTURBANCE	105 S 5TH AVE	DOLORES, CO	TMENDOZA
22051265	11/20/2022 12:14	TRAFFIC STOP	100 N 17TH ST	DOLORES, CO	DKELSO
22051269	11/20/2022 12:28	TRAFFIC STOP	100 N 17TH ST	DOLORES, CO	DKELSO
22051270	11/20/2022 12:43	TRAFFIC STOP	100 N 17TH ST	DOLORES, CO	DKELSO
22051276	11/20/2022 13:15	TRAFFIC STOP	100 N 17TH ST	DOLORES, CO	DKELSO
22051291	11/20/2022 14:58	TRAFFIC STOP	100 N 17TH ST	DOLORES, CO	DKELSO
22051307	11/20/2022 17:44	WELFARE CHECK	310 RAILROAD AVE	DOLORES, CO	JDOLLAR

22051319	11/20/2022 20:03	BUSINESS CHECK	501 RAILROAD AVE	DOLORS, CO	TMENDOZA
22051333	11/20/2022 22:29	SUSPICIOUS VEHICLE	1301 CENTRAL AVE	DOLORS, CO	TMENDOZA
22051357	11/21/2022 8:18	ANIMAL AT LARGE	200 N 11TH ST	DOLORS, CO	DKELSO
22051475	11/21/2022 17:45	EXTRA PATROL	420 CENTRAL AVE	DOLORS, CO	DKELSO
22051512	11/22/2022 4:58	EXTRA PATROL	420 CENTRAL AVE	DOLORS, CO	AVIOLETTE
22051531	11/22/2022 8:52	TRAFFIC STOP	800 RAILROAD AVE	DOLORS, CO	DKELSO
22051556	11/22/2022 11:00	ABANDON VEHICLE	105 S 5TH AVE	DOLORS, CO	DKELSO
22051608	11/22/2022 15:15	TRAFFIC STOP	400 RAILROAD AVE	DOLORS, CO	DKELSO
22051618	11/22/2022 16:28	COURTESY RIDE	420 CENTRAL AVE	DOLORS, CO	DKELSO
22051651	11/22/2022 20:58	DISTURBANCE	1800 CENTRAL AVE	DOLORS, CO	AVIOLETTE
22051669	11/23/2022 4:12	EXTRA PATROL	420 CENTRAL AVE	DOLORS, CO	AVIOLETTE
22051721	11/23/2022 11:13	PARKING COMPLAINT	205 N 20TH ST	DOLORS, CO	SWHITE
22051732	11/23/2022 12:29	DOG RUNNING AT LARGE	300 S 3RD ST	DOLORS, CO	SWHITE
22051748	11/23/2022 13:56	TRAFFIC STOP	101 S 11TH ST	DOLORS, CO	SWHITE
22051802	11/23/2022 20:39	EXTRA PATROL	104 N 20TH ST	DOLORS, CO	AVIOLETTE
22051828	11/23/2022 23:11	BUSINESS CHECK	501 RAILROAD AVE	DOLORS, CO	SBOGOTT
22051855	11/24/2022 9:51	PARKING COMPLAINT	200 S 3RD ST	DOLORS, CO	JDOLLAR
22051859	11/24/2022 10:26	ABANDON VEHICLE	501 RAILROAD AVE	DOLORS, CO	JDOLLAR
22051927	11/25/2022 8:17	EXTRA PATROL	2 CENTRAL AVE	DOLORS, CO	SWHITE
22051937	11/25/2022 9:45	PHONE CALL	501 RAILROAD AVE	DOLORS, CO	SWHITE
22052006	11/25/2022 19:12	ANIMAL WELFARE CHECK	715 RAILROAD AVE	DOLORS, CO	SWHITE
22052047	11/26/2022 2:17	EXTRA PATROL	420 CENTRAL AVE	DOLORS, CO	AVIOLETTE
22052096	11/26/2022 12:13	TRAFFIC STOP	200 S 5TH AVE	DOLORS, CO	SBOGOTT
22052127	11/26/2022 17:34	TRAFFIC STOP	1000 CENTRAL AVE	DOLORS	SBOGOTT
22052202	11/27/2022 11:24	CRIMINAL MISCHIEF	18390 HWY 145	DOLORS, CO	DKELSO
22052212	11/27/2022 13:19	BAR CHECK	1319 RAILROAD AVE	DOLORS, CO	DKELSO
22052213	11/27/2022 13:20	FOUND PROPERTY	420 CENTRAL AVE	DOLORS, CO	DKELSO
22052217	11/27/2022 13:39	FOLLOWUP	1002 RAILROAD AVE	DOLORS, CO	DKELSO
22052218	11/27/2022 13:42	FOLLOWUP	1011 CENTRAL AVE	DOLORS, CO	DKELSO
22052232	11/27/2022 15:06	TRAFFIC STOP	1400 RAILROAD AVE	DOLORS, CO	DKELSO
22052243	11/27/2022 17:22	TRAFFIC STOP	200 S 6TH ST	DOLORS, CO	DKELSO
22052280	11/28/2022 7:16	ABANDON VEHICLE	200 S 3RD ST	DOLORS, CO	DKELSO
22052379	11/28/2022 15:55	TRAFFIC STOP	200 S 9TH ST	DOLORS, CO	JDOLLAR
22052435	11/29/2022 3:18	BUSINESS CHECK	501 RAILROAD AVE	DOLORS, CO	TMENDOZA
22052457	11/29/2022 7:39	TRAFFIC STOP	1400 RAILROAD AVE	DOLORS, CO	DKELSO
22052553	11/29/2022 15:36	TRAFFIC STOP	100 N 17TH ST	DOLORS, CO	DKELSO
22052558	11/29/2022 15:57	TRAFFIC STOP	900 RAILROAD AVE	DOLORS, CO	DKELSO
22052581	11/29/2022 21:13	BUSINESS CHECK	501 RAILROAD AVE	DOLORS, CO	APARKER
22052690	11/30/2022 16:02	TRAFFIC STOP	1400 RAILROAD AVE	DOLORS, CO	SBOGOTT

Call Type	Number Events	Avg Dispatch	Avg Response	Avg Travel	Avg Time On Scene	Avg Time	Total Time
ABANDON VEHICLE	3	3.56	0.01	0	0	3.57	10.7
ANIMAL AT LARGE	1	0.02	0	0	0	0.02	0.02
ANIMAL GENERAL	1	2.15	0.02	1.55	43.32	47.03	47.03
ANIMAL WELFARE CHECK	1	0	0	0	0	0	0
ATTEMPT TO SERVE CIVIL	1	0	4.98	0	0	4.98	4.98
BAR CHECK	4	0.37	0.47	0	0	0.84	3.37
BUSINESS ALARM	1	5.73	0.37	0	0	6.1	6.1
BUSINESS CHECK	10	0.05	0	0	0	0.05	0.45
CIVIL STANDBY	2	1.11	0	0	0	1.11	2.22
COMMUNITY POLICING	2	3.68	0	1.67	11.8	17.14	34.28
COMPLAINT	1	0	0	0	0	0	0
COURTESY RIDE	1	0.07	3.15	0.03	0.08	3.33	3.33
CRIMINAL MISCHIEF	1	12.63	9.07	13.37	79.92	114.98	114.98
DISTURBANCE	1	2.27	0.02	0	0	2.28	2.28
DOG RUNNING AT LARGE	2	0.79	0.07	14.55	5.22	20.63	41.25
DOMESTIC VIOLENCE	1	2.58	0.62	16.92	36.65	56.77	56.77
EXTRA PATROL	13	0.11	3.6	0	0.62	4.33	56.28
FOLLOWUP	7	0.26	0	0	0	0.26	1.8
FOUND PROPERTY	1	1.38	0.02	4.77	1.32	7.48	7.48
JUVENILE PROBLEM	1	0	0	0	0	0	0
LIVESTOCK AT LARGE	1	1.77	0.47	61.87	14	78.1	78.1
NEIGHBOR DISPUTE	1	2.37	14.48	10.45	27.1	54.4	54.4
NOISE COMPLAINT	1	46.15	0.07	0	0	46.22	46.22
PARKING COMPLAINT	3	0	1.15	0.01	8.03	9.18	27.55
PEDESTRIAN PROBLEM	2	4.47	0.05	0.62	3.2	8.33	16.67
PHONE CALL	2	0.75	0	0	0	0.75	1.5
RECKLESS	2	4.66	0.4	1.93	11.46	18.44	36.88
REDDI REPORT	1	1.87	0.03	28.85	32.15	62.9	62.9
SAFE TO TELL	1	0	0	0	0	0	0
SUSPICIOUS VEHICLE	2	0	0	0	0	0	0
TRAFFIC ACCIDENT	1	0.07	22.22	0.03	45.63	67.95	67.95
TRAFFIC CONTROL	2	0.23	0	0.01	5.08	5.32	10.63
TRAFFIC STOP	65	0.05	0	0	0	0.05	3
TRESPASS	1	0.6	0.25	0	0	0.85	0.85
UNCONSCIOUS OR UNRESPONSIVE	1	6.8	0	0.03	31.12	37.95	37.95
VERBAL DISTURBANCE	1	2.03	0.05	0	0	2.08	2.08
WELFARE CHECK	2	3.83	0.95	0	0	4.78	9.57
<b>TOTAL CALLS FOR SERVICE</b>	<b>144</b>						

TREASURER'S REPORT  
TOWN OF DOLORES  
DECEMBER 8, 2022

Petty Cash	\$300.00
Hi-Fi Savings Account	\$926,209.47
Checking Account	\$137,569.90
Conservation Trust Fund	\$22,929.34
ColoTrust	\$871,989.38
Bonds	\$561,110.34
Business Account (AFLAC)	\$578.17
Playground Account	\$3,205.33
<b>TOTAL</b>	<b>\$2,523,891.93</b>

# TOWN OF DOLORES SALES TAX REVENUE

## 2022 SALES TAX, MARIJUANA SALES TAX, & MARIJUANA OCCUPATIONAL TAX COMBINED (COMBO STARTING MAY 2022; PRIOR TO THIS SALES TAX ONLY)

Dollars posted in Month Received for Prior Month Sales Tax Revenue	2015	2016	2017	2018	2019	2020	2021	2022	DIFFERENCE BETWEEN 2021 AND 2022	AMOUNT REMAINING TO BE COLLECTED FOR 2022 BUDGET OF \$750,000
JAN	\$ 28,285.73	\$ 27,922.23	\$ 22,550.25	\$ 28,558.84	\$ 26,893.34	\$ 41,649.04	\$ 62,845.40	\$ 64,745.75	\$ 1,900.35	
FEB	\$ 27,893.80	\$ 19,974.91	\$ 18,023.25	\$ 24,527.71	\$ 26,910.26	\$ 35,747.85	\$ 66,319.00	\$ 63,231.49	\$ (3,087.51)	
MAR	\$ 19,243.66	\$ 15,969.13	\$ 22,202.06	\$ 25,291.20	\$ 39,666.60	\$ 42,144.00	\$ 56,104.97	\$ 44,753.17	\$ (11,351.80)	
APRIL	\$ 26,253.41	\$ 22,665.73	\$ 24,480.55	\$ 19,455.48	\$ 28,475.57	\$ 33,859.00	\$ 52,616.65	\$ 49,138.60	\$ (3,478.05)	
MAY	\$ 20,251.10	\$ 29,079.51	\$ 23,991.10	\$ 30,825.91	\$ 25,319.02	\$ 43,955.00	\$ 64,858.45	\$ 62,110.44	\$ (2,748.01)	
JUNE	\$ 23,547.85	\$ 27,616.73	\$ 31,642.71	\$ 37,850.76	\$ 35,276.82	\$ 37,854.00	\$ 54,217.11	\$ 61,514.64	\$ 7,297.51	
JULY	\$ 33,001.48	\$ 35,831.53	\$ 38,345.83	\$ 42,477.40	\$ 35,576.89	\$ 60,937.00	\$ 67,285.96	\$ 67,833.95	\$ 547.99	
AUG	\$ 33,317.24	\$ 42,266.02	\$ 35,863.59	\$ 47,341.55	\$ 50,486.09	\$ 59,114.63	\$ 80,278.60	\$ 80,265.52	\$ (13.08)	\$ 256,406.44
SEPT	\$ 29,679.48	\$ 30,837.36	\$ 40,062.38	\$ 33,750.20	\$ 49,228.25	\$ 71,267.72	\$ 81,307.43	\$ 81,649.74	\$ 342.31	\$ 174,756.70
OCT	\$ 25,889.75	\$ 34,163.99	\$ 44,343.49	\$ 38,377.55	\$ 45,949.36	\$ 72,236.46	\$ 72,119.89	\$ 92,143.90	\$ 20,024.01	\$ 82,612.80
NOV	\$ 24,820.61	\$ 35,515.27	\$ 36,044.46	\$ 31,593.39	\$ 54,063.52	\$ 66,899.98	\$ 84,376.18	\$ 103,074.30	\$ 18,698.12	\$ (20,461.50)
DEC	\$ 18,881.71	\$ 29,594.84	\$ 28,574.56	\$ 27,357.70	\$ 40,298.94	\$ 66,586.70	\$ 73,546.84	\$ 72,955.43	\$ (591.41)	\$ (93,416.93)
TOTALS	\$ 292,184.11	\$ 321,842.41	\$ 337,549.67	\$ 350,049.99	\$ 458,144.66	\$ 632,251.38	\$ 815,876.48	\$ 843,416.93	\$ 27,540.45	

December 8, 2022 Treasurer Comments: Our December combined return is a 0.8% decrease from December 2021 and a 9% increase from December 2020.

We have met our sales and marijuana tax revenue goal for FY 2022. We exceeded our goal by \$93,417.

**Town of Dolores P&Z Report to Board of Trustees**  
**December 7, 2022**

To: Town of Dolores Board of Trustees

At the 12/06/22 regular meeting of the P&Z commission, the following topics were addressed:

- Continued discussion on lighting and light pollution / trespass as was also addressed in the November P&Z meeting. Both the building inspector, David Doudy, and attorney, John Kelly PC, contributed. Some resolutions seem to be happening while further questions about overall standards and guidelines and enforcement remains. Both the building inspector and the attorney expressed commitment to continue investigating and researching possibilities. The PZ commission also is committed to working on problem solving to the degree that is within the commission's purview. This will include reviewing the LUC lighting chapter for compatibility with current community values, and consideration of measurable and definable parameters for compliance.
- Presentation from John Kelly, PC regarding the various roles of the planning commission as a quasi judicial body, the Town Board of Trustees protocol document developed sometime between 2019 and 2021, and a discussion of the Sunshine Law as it relates to sharing information that the commissioners gather on dark sky lighting practices in other communities.
- Update from Shirley Powell on her effort to identify and collect and review documents relevant to the next Comprehensive Plan revision effort. We discussed archiving all the documents together, in an easily accessible location, such as a library, for the public to access, and for the contractor and town committees when work on the comprehensive plan commences. So far the list includes the following:
  - 1996, 1997, 1998 Action Plans, Greater Dolores Action
  - 1997 Comprehensive Plan, Town of Dolores
  - 1999 Master Streets Plan, Town of Dolores P&Z Commission
  - 2019 Review of the 1997 Comprehensive Plan, Town of Dolores P&Z Commission
  - 2021 Dolores Strategic Plan 11-14-2-2021, Version 3 revised 12-17-2021, Town of Dolores BOT and Staff
  - 2021 Jo Rowell Park Community Surveys, Town of Dolores Parks and Recreation committee
  - 2021 Report for Dolores Joe Rowell Park Master Plan Questionnaire, Town of Dolores Parks and Recreation committee
  - Joe Rowell Park Master Plan - Draft 8/31/2022, Town of Dolores Parks and Recreation committee
  - 2022 Dolores Community Survey Results, Town of Dolores

We also voted to reschedule the first meeting of 2023 from the first Tuesday of the month to the second Tuesday, January 10.

Sincerely,  
Linda Robinson  
Chair, Dolores P& Z Commission